The Solicitors' Journal.

LONDON, NOVEMBER 29, 1884.

CURRENT TOPICS.

MR. CHARLES BEAL, the First Principal Clerk to the Chancery Registrars, has been appointed by the Lord Chancellor to act as deputy for Mr. Registrar MERIVALE until Christmas.

WE BELIEVE that the question of solicitors' costs in bankruptcy matters has been under the consideration of the Board of Trade, and that the issue of a new scale of costs, in substitution for that issued at the commencement of the present year, may be anticipated.

ONE OBJECT of the Treasury minute of June 16 last (see 28 SOLICITORS' JOURNAL, 620), and the resolution of the Council of Judges therein recited, whereby the existing judges of all the Divisions agreed that "on the occurrence of a vacancy by death, dismissal, resignation, or otherwise, in the office of either of the two personal clerks of any existing judge, such judge shall cease to have a junior clerk, and shall thenceforth have, and from time to time appoint, one clerk only," is being vigorously prosecuted. Places have already been found in the offices of the Supreme Court for the second clerks of three of the judges, and, probably, no long time will elapse before the Treasury get the whole consideration for their agreement as to the allowance to the judges for circuit expenses.

ON TUESDAY Mr. Justice PEARSON made a statement as to the practice in chambers with regard to the adjournment of summonses to the judge in court, about which there appeared to have been some misapprehension. In the case to which he was referring a summons which was in his chief clerk's list in chambers had been called on twice in its turn the same morning, but, on both occasions, the solicitor of the other party was not present, and the chief clerk then made the order asked by the summons. The solicitor who had not been present afterwards applied to the chief clerk to adjourn the summons to be heard by the judge, and the chief clerk refused to do this. Mr. Justice PEARSON said that the chief clerk was right, and that the course which he had taken was in accordance with the settled practice in chambers. It is not the practice to adjourn a summons to the judge, unless an application for an adjournment is made at the time of the hearing. If a party is represented only by a clerk who is not authorized to say whether an adjournment is desired, or if the case is a country one, and time is required for reference to the country solicitor, time would be given, as a matter of course, to consider whether an adjournment should be asked for, provided that an application was made at the time. But if the party being present makes no application at the time, or if he is absent when the case is properly brought on for hearing, an adjournment could not be granted after the order is made. In such a case the only course to obtain an alteration of the order is to move in court to discharge it. This practice, the learned judge added, is in accordance with the practice laid down in *Wyke* v. *Rogers* (1 De G. M. & G. 408, 413), and is absolutely essential to the regular conduct of business in chambers.

IT IS NOT A LITTLE ODD that the question of the meaning of the peculiar words of rule 11 of the Remuneration Order, "the scale for negotiating, as to a mortgagee's solicitor, shall apply only to cases where he *arranges and obtains* the loan from a person for whom he acts," should not have come before the courts before the present week. The case of *In re Weddall*, which we report elsewhere, throws some light upon the meaning of the term "arranges." A mortgagor instructed his solicitors to find him a transferee for a mortgage for £2,000. His solicitors wrote to A. to ask if "any of his people" had £2,000 to be invested on mortgage, stating the nature of the security. A. wrote to B. to tell her of the security. B. wrote to her solicitors, mentioning A.'s letter, but saying that she should like to have their advice before deciding to accept the security offered. She afterwards verbally instructed her solicitors to inquire as to the sufficiency of the security, and, if it was satisfactory, "to arrange and negotiate" the loan on her behalf, and stated that she should not advance the money unless they advised her to do so. Her solicitors then entered into communication with the mortgagor's solicitors. A valuation was obtained, the title was investigated, and the matter completed by B.'s solicitors. They then sent in to the mortgagor's solicitors their bill of costs, one item of which consisted of "charge for negotiating loan, £20." The question was whether they were entitled to this negotiating fee. They certainly must be held to have "obtained" the loan from a person for whom they acted. The contention which seems to have been raised, that they were not entitled to the fee because they did not directly introduce the lender to the mortgagor appears to be baseless. But did they "arrange" the loan? The terms of the loan were that a transfer should be taken of an existing mortgage. The only thing to be "arranged," therefore, apparently was whether the loan should be made. Settling the form of the transfer can hardly be considered as "arranging the loan." Mr. Justice PEARSON, however, held that the transferee's solicitors were entitled to charge the negotiating fee, and the result seems to be that, whenever a solicitor has been instructed by an intending mortgagee or transferee to employ a surveyor to report upon the value of property on behalf of the intending mortgagee, the solicitor must be taken to have "arranged" the loan.

WE UNDERSTAND that a practice is growing up in some quarters of taking foreclosure orders in chambers before the chief clerks. As we have great doubt as to the validity of orders so made, we think it right to offer to our readers a few timely words of warning upon the subject. There is nothing whatever in the Rules of Court to authorize any such proceeding. We "have been informed and believe" that for this purpose order 15 is relied upon. Rule 1 of that order provides that, where a writ of summons has been indorsed for an account under ord. 3, r. 8, *or where the indorsement on a writ of summons involves taking an account*, if the defendant either fails to appear, or does not after appearance, by affidavit or otherwise, satisfy the court or a judge that there is some preliminary question to be tried, an order for the proper accounts, *with all necessary inquiries and directions*, now usual in the Chancery Division in similar cases, shall be forthwith made. And it is no doubt the practice to make orders for an account in chambers; against which practice we have nothing to urge when the orders made are merely subsidiary to an action or other proceeding. But we must beg leave to express something stronger than a doubt, whether either the terms of the Rules of Court, or the authorized and regular practice in chambers, contain anything to warrant the giving of the final judgment in an action in chambers. If such practices were lawful, there would be nothing to prevent a judge, of his own motion, from hearing a cause with witnesses in chambers, and giving final judgment there upon the action. We do not hesitate to express the opinion that not even the judge himself in person has jurisdiction to make foreclosure orders in chambers. It is true that ord. 55, r. 1 (18), includes, among the business which may be transacted at chambers, "such other matters as the judge may think fit to dispose of at chambers"; but these "other matters" must be *ejusdem generis* with, or at least must bear some resemblance to, the matters

specified in the seventeen previous sub-divisions of the rule; and none of these latter matters has the faintest resemblance to the giving of a final judgment in an action. Nothing is more improbable than that any of the judges would claim, or desire, to exercise any such jurisdiction. It is well known that their practice as to final judgments is strict; and that they are very scrupulous as to what kinds of actions they will permit to be heard even in court as "short causes." The foregoing opinions appear to have been very clearly expressed by BACON, V.C., in *Clover* v. *Wilts and Western Benefit Building Society* (32 W. R. 895). He is reported to have said, with reference to Order 15, in a case in which an attempt seems to have been made to get an order for redemption by means of the above-described tactics, that it was a mistake to imagine that the Order was meant to enable the parties to obtain in chambers what would be equivalent to making a decree. And he restricted the proposed proceedings in chambers to taking the account only. This seems to us to be nothing but a recognition of the plain meaning of the Order. And if a redemption order cannot be made in chambers, it would certainly seem that, *à fortiori*, a foreclosure order cannot.

WE PUBLISHED last week a letter from a correspondent containing some remarkable figures as to the cost of administration in bankruptcy. The *Manchester Guardian* of Tuesday last caps these figures with the following extraordinary statement, which, it says, has been issued in connection with a recent bankruptcy, showing the position of the estate at the date of declaring the first dividend:—

1884.	£ s. d.	1884.	£ s. d.
April 9 to Nov. 7.		April 9 to Nov. 7.	
To total receipts from the date of receiving order to date	18,534 18 4	By payments:—	
		Fees, costs, and charges, under Rule 106, viz.:	
		Board of Trade and court fees...£556 1 5	
		Other taxed charges... .. 9 19 2	
		Charge of accountants &c. 433 6 8	
		Debtor's allowance ... 41 0 0	
		Incidental expenses 1677 5 3	
		Other expenses of realization and distribution 4505 6 7½	
			7222 19 1½
		Preferential claims paid	1137 6 6½
		Amount of dividend at 4s. in the £ on proofs admitted for £19,639 15s. 5d.....	3937 19 1
		Balance forward	6236 13 7
	£18,534 18 4		£18,534 18 4

Assets not yet realized estimated to produce £2,814 13s. 7d.

A COMPLAINT is made by a solicitor, writing to the *Times*, that he was excluded from the court of Mr. Justice DENMAN, notwithstanding that he had business to transact there, and that barristers in wig and gown were admitted, having apparently no business calling them there. We have often referred to this grievance, and hoped that it had been obviated. We cannot help thinking that the doorkeeper referred to by the *Times*' correspondent must have misunderstood his instructions, which were doubtless intended to exclude from the body of the court mere idlers and persons who come out of curiosity; but, at the same time, it is obvious that the instructions to the doorkeepers ought to be more elastic. No one should be excluded who states that he has business in the court.

Mr. Hullah, second clerk to Lord Chief Justice Coleridge, has been appointed a clerk in the Summons and Order Department; Mr. Gammon, second clerk to Mr. Justice Chitty, has been made a third-class clerk in Vice-Chancellor Bacon's chambers; and Mr. Vere, second clerk to Mr. Justice Pearson, has been appointed a third-class clerk in the chambers of that judge.

ADAMS v. *COLERIDGE.*

THE case of *Adams* v. *Coleridge* is on every account deeply to be regretted. The plaintiff sued for a libel alleged to be contained in a private letter of the defendant to his sister, to whom the plaintiff was engaged to be married, and the sole defence was that the letter, being directed to the purpose of breaking off the match, was a privileged communication. When the plaintiff, who conducted his case in person, first appeared, Mr. Justice Manisty not only strongly endeavoured to persuade him to consent to a reference, but took the unusual course of adjourning the trial in order that the plaintiff might more fully consider whether to consent to the proposed reference or not. When the plaintiff appeared the next day, he was allowed to occupy the whole of it in an opening, the greater part of which was irrelevant. When he proceeded to give evidence, he was not allowed to give evidence bearing upon certain parts of the defendant's letter, on the ground that those parts had not been complained of in the statement of claim, although the whole letter had been put in evidence. When the defendant's counsel (who called no evidence) came to address the jury, the unfortunate slip was made of stating that the imputations complained of had been made to the defendant in confidence, although of this there was no legal proof whatever, and this slip was not only not corrected by the learned judge, but adopted by him in the summing up. When the learned judge came to direct the jury, he not only repeated this slip, but left them without any direction as to damages. When the jury, after a perfectly correct direction that the occasion was privileged, that the privilege was lost if actual malice had been proved, and that the burden of proof was upon the plaintiff to prove such malice, returned a verdict for the plaintiff, with £3,000 damages, "on the ground that the defendant had not retracted," the judge, being himself of opinion that there was no evidence for the jury, and actuated by the laudable desire to save expense to the parties, and to spare, if possible, any intermediate resort to the Divisional Court, entered judgment for the defendant, *with costs*. When the judge took his seat on Monday last (the trial having concluded on Saturday), he took occasion not only to explain his reasons for the course taken, but also, without any application made by the plaintiff, to stay execution (see ord. 42, r. 17) for the costs. That a letter which should not have been written should have been followed by an action which should not have been brought is not surprising, but it is surprising indeed that some of the steps above detailed should have been taken by the learned judge, and the amazement both of the profession and the public is, we believe, without parallel. We propose shortly to examine the leading features of the case, and to call attention to such precedents as we can find bearing upon the many points of law and practice involved in it.

As to the main point of law there is no doubt. There is, indeed, no reported case in which the letter of a brother to a sister dissuading the sister from a marriage has been held privileged. The nearest case is that of *Todd* v. *Hawkins* (2 M. & R. 21), in which Alderson, B., ruled that the letter of a son-in-law to his wife's widowed mother, dissuading her from re-marriage, was privileged; but we think it absolutely clear that the occasion of a sister's proposed marriage is privileged, within the rule of *Toogood* v. *Spyring* (1 C. M. & R. 193) and other cases, that where a communication is fairly made by one person to another in the discharge of some private duty, or in the conduct of his own affairs, in matters where his interest is concerned, it is, if honestly made, protected for the common convenience and welfare of society (see Addison on Torts, p. 770).

Upon the question as to how the privilege is lost by express malice the law is also clear. *Clark* v. *Molyneux* (L. R. 3 Q. B. D. 237)—a decision of the Court of Appeal—is a conclusive authority that the burden of proof is upon the plaintiff to show express malice; that express malice may arise either from an indirect motive such as anger, or from the defendant not caring whether the statements complained of were true or false, but not from the defendant making statements without reasonable ground. It has also been laid down in scores of cases that it is for the judge to say whether the occasion creates the privilege, but that if there is evidence of express malice, either from extrinsic circumstances or from the language of the libel itself, the question of express malice

should be left to the jury (see Roscoe on Evidence, tit. Defamation, citing *Cooke* v. *Bright*, 5 E. & B. 328, and other cases).

Upon the further question whether there was in *Adams* v. *Coleridge* evidence of express malice to go to the jury or not there is at first sight some room for doubt, but upon consideration none. It was proved by the plaintiff that the defendant had, upon a privileged occasion, written a letter almost wholly untrue in fact, and had not retracted the statements contained therein, and the defendant did not depose on oath to his *bona fides*. There was no evidence whatever that the defendant knew the statements complained of to be false, or that he had instituted or not instituted any inquiries before making them. The non-affirmation of *bona fides* on oath, however much it might have served the plaintiff's case when its foundation had been once laid, was immaterial, as the plaintiff had made out no case for the defendant to rebut, and the omission to retract was no evidence of the defendant's state of mind at the time the letter was written. As for the letter itself, it was clearly an attack upon the plaintiff as a suitor, or accepted lover, not as a man. We think, therefore, that there was no evidence of express malice to go to the jury.

We now approach the question, which has been so widely discussed both in the profession and out of it, whether the judge, taking as he did this view of the law, either legally could, or in the interest of justice should, have first taken the opinion of the jury upon a question of fact, and then given judgment in opposition to the finding, on the ground that the question of fact ought not to have been left to them. That the judge could legally take this course there is no doubt. By ord. 36, r. 39, the judge may, at or after a trial, direct that judgment be entered for either party or adjourn the case for further consideration, or leave either party to move for judgment; and section 17 of the Appellate Jurisdiction Act, 1876, which directs that every action shall, so far as is practicable and convenient, be heard, determined, and disposed of before a single judge, seems to intimate that *primâ facie* a judge ought to give judgment for one party or the other as soon as he can. But ought this course to have been taken? It must be admitted that the conduct and regulation of a trial is a matter of discretion for the judge, who has conducted many hundreds of trials before, who reads the pleadings, sees and hears the witnesses, whose business it is to take in the trial as a whole, and whose exercise of discretion is *primâ facie* likely to be right. It must be admitted, too, that the course taken, though unusual, was by no means unprecedented (see, for instance, *Treloar* v. *Bigge* (43 L. J. Ex. 95); *Bridges* v. *North London Railway Company* (L. R. 6 Q. B. 377), in which latter case Blackburn, J., though directing a nonsuit, owing to a strong opinion by the jurymen took their finding, on the assumption that there ought to be a verdict for the plaintiff as to the amount of damages, and Brett, J., in advising the House of Lords (L. R. 7 H. L., at p. 235)—who reversed the nonsuit—assumed that there were cases "in which a judge may, for precaution's sake, leave the matter to the jury, reserving for more careful consideration by the court the question whether there was evidence to be left to the jury." Mr. Justice Manisty, too, has stated that the course is one which he has taken before, and which other judges have taken before, and it should be observed that such mere points of *nisi prius* practice would only incidentally, if at all, find their way into "the books."

We cannot, however, think that *Adams* v. *Coleridge* was one of the cases in which the unusual course of leaving the case to the jury and at once entering judgment *non obstante veredicto* ought to have been taken. In favour of such a course there was the doubtful advantage of saving the parties the expense of an intermediate application to the Divisional Court, while against such a course there was a clear disadvantage, arising from obvious peculiarities of the case itself, of giving the defendant the benefit of the verdict if it should be in his favour, and the benefit of the judgment if it should be against him; and there was a further disadvantage of applying a practice suitable to cases where the law is doubtful and the witnesses many to a case where the law was clear and the witnesses necessarily few. It is to be observed, too, that judgment was directed to be entered with costs against the plaintiff, on the ground, no doubt, that, in the opinion of the learned judge, the action ought not to have been brought (an opinion shared by ourselves and by many, but not by the jury), and did not legally lie. In thus exercising his discretion under ord. 65, r. 1, the learned judge appears not to have been merely carrying his judgment to its logical consequences, but to have visited the plaintiff with a penalty he was under no legal obligation to visit him with; for, although it has been held that a successful plaintiff may be ordered to pay the costs of the unsuccessful defendant (*Harris* v. *Petherick*, L. R. 4 Q. B. D. 611), and it would be absurd to order a successful defendant to pay the whole costs of a plaintiff having no cause of action (*Dicks* v. *Yates*, L. R. 18 Ch. D. 76), yet Jessel, M.R., took occasion to observe, in this latter case, that "the court has a discretion to deprive a defendant of his costs, though he succeeds in the action, and that it has a discretion to make him pay the greater part of the costs by giving against him the costs of the issues on which he fails, or costs in respect of misconduct by him in the course of the action." It was clearly open, therefore, to the learned judge not to have given costs against the plaintiff, and, looking to the amount of damages, which, as was said by James, L.J., in *Harnett* v. *Vyse* (L. R. 5 Ex. D. 307), "every judge would take as a material element in considering whether the jurisdiction given by order 55 [now 65] is to be exercised or not," we think the course taken as to costs was wrong.

What should be the next step taken (if any), and by which party? Upon the construction of ord. 39, r. 1, as read with ord. 40, rr. 3—5, it appears that the plaintiff, unless he wishes for a new trial (see rule 5 of order 40), must resort to the Court of Appeal to get the judgment set aside; but there is some ground for saying that there was such rejection of evidence, and assumption as proved of facts which were merely stated by the defendant's counsel, that he would have a *locus standi* to move for a new trial, and so come before a divisional court if he should choose to do so. On the other hand, the defendant, if the judgment had been entered in accordance with the finding, would have been able to move for a new trial—and with very good reason—on the ground of excessive damages, for the jury were left with absolutely no direction as to damages, and may have taken into account all manner of things not legally proper for consideration, such as a supposed unkindness of the defendant to his correspondent, the non-appearance of the defendant as a witness, and so on; and in connection with this part of the subject it should be pointed out that, although the evidence of jurymen themselves as to their reasons for their verdict, if given afterwards, is not receivable (see *Straker* v. *Graham*, 4 M. & W. 721), their reasons given concurrently with the verdict may be taken into consideration by the court. But can the defendant, with a judgment in his favour, move a divisional court for a new trial on the ground of excessive damages? Surely not. Then can he move the Court of Appeal? It seems clear that he can (see ord. 58, r. 5). It should be observed, however, that if resort is to be had to a Court of Appeal there is one year from judgment for making application, whereas for a resort to the Divisional Court notice must have been given within eight days of the trial.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

I. ORGANIZATION GENERALLY.

5. The Solicitor's Clerks—(*Continued*).

We resume this head of our subject at the point at which we left it last week. We then treated of the *genus* managing clerk; and we now pass to a type of clerk who, both in London and in the country, is often in the position of a sort of lieutenant to the managing clerk, or occupies the same relation to the principal who does not rise to the height of keeping a managing clerk. The clerk we have in mind is usually identified with outdoor work, and in London his headquarters may be considered to be the Central Office of the High Court of Justice, whither he repairs daily with a list of commissions, such as to attend ordinary summonses, settle and pass orders not involving special complication, issue writs, and file affidavits. From there he will radiate to Mr. A.'s chambers to deliver a brief, or fetch away a set of papers, and to Mr. B.'s office to ask for an extension of time for taking some step in an action. Now, concerning this description of clerk we have one thing to say which we think is important, and by no means always borne in mind. He requires to be very carefully looked after, both for his employer's sake and his own. The moral atmosphere of the Central Office, for instance (we are taking London as the type best illustrating our meaning), is by no means a healthy one to those who are daily within its walls. The clerk who goes there habitually will be brought into necessary

contact with all sorts and conditions of men. The clerk who drinks, who bets, who glories in deceiving his employer—each of these is represented there. It is the curse of this part of the work of a solicitor's office that it involves an immense deal of compulsory idleness in the shape of waiting about, and the many evils to which idleness is apt to lead do not need to be enlarged upon. Then, again, the amount of time necessarily consumed in waiting is a constantly shifting quantity. Thus a summons ostensibly fixed for eleven o'clock may be heard, in fact, at that hour to the minute, or at any time between it and two, according to a hundred different circumstances. This fact becomes soon impressed on the mind of an outdoor clerk, with the result too often that, as between himself and his employer, he never suffers the summons to be heard before the later hour—in other words, he enlarges compulsory idleness into voluntary idleness, and wastes the greater part of the day in reliance upon the strong probability that the length of his absence will be attributed to unavoidable causes. It is a matter of religion with many clerks to leave the office in the morning not to return to it till a late hour in the afternoon if they can possibly help it. We quite admit the difficulty of checking this propensity, while, at the same time, justly recognising delays for which the clerk is not in any way responsible. But we believe that a much closer supervision and stricter account of time spent might often be instituted to excellent purpose in the case of clerks whose work is mainly done away from the principal's eye. Many a sad case of irretrievable ruin to clerk and heavy loss to principal has been traced back to idle hours spent away from the office during working hours among bad companions.

The shorthand writer is a species of clerk that has made amazing strides in popularity among solicitors in modern times. There is scarcely a solicitor's office of any importance now which does not boast of one shorthand writer at least, and those solicitors who, having any quantity of business to transact, dispense with such assistance are, perhaps justly, regarded as fossilized relics of a bygone age. The saving of time and trouble effected by the medium of shorthand writing are beyond all question immense, but there is one item to be set on the other side which may deserve a little consideration, not as furnishing for a moment a reason against employing shorthand writers—it would be absurd, at this time of day, to advance one—but as rendering it desirable to exercise a little care and discrimination in using their assistance. It is an undoubted fact that composition dictated to a shorthand writer has a tendency to degenerate into very slipshod, and even imperfect, English. The rapidity with which the ideas are committed to paper, the difficulty of modifying or altering the construction of a sentence, the fact that the words written are not before the eye of the man whose brain is at work on the composition—all this conduces to a certain untidiness and incompleteness in the mode of expression. So marked is this that it is not perhaps an exaggeration to say that in nine cases out of ten a composition of any length dictated to a shorthand writer can readily be distinguished by a certain family resemblance which it will bear to other documents similarly dictated. Now, a solicitor does not employ his time in essay-writing, and so that he says what he wants he may, as to the bulk of his writing, please himself in the matter of studying the elegances of composition or not; while much of it is framed on a well-worn model of common form. The traditional 'letter before action' does not admit of much variety of expression, and if it did would scarcely solace its recipient by the elegance of its diction. But there are letters now and again as to which, if a solicitor would, at all events, regard the dictated document as a draft to be conned over with a view to the revision of its composition instead of appending his signature without further consideration, he would be very much less open to adverse criticism as to the mode which he has employed of expressing himself. We are afraid it must be admitted that the solicitor's correspondence read in court is sometimes very far from shedding lustre on either the plaintiff's or defendant's solicitor as a writer of the English language. And this we put down largely to the door of hasty dictation to shorthand writers.

About the employment of the law copyist pure and simple there is much diversity in practice, arising in part from different circumstances and in part from different views. In London and all the larger towns it is a pure matter of choice to a solicitor, beyond certain narrow limits, whether, apart, of course, from the transcribing of shorthand dictated in the office, he will have his copying done by his own staff, or will get it done for him through a law stationer at a well-recognized scale of charge. If his business be considerable, he must have a certain amount of copying power within his own office, because there will arise a constant necessity for copying all sorts of short documents at a moment's notice, but beyond that his choice is unfettered by force of circumstances. On the other hand, many country solicitors are obliged to get a much larger proportion of their copying done 'at home,' having no alternative but to send documents by post to a law stationer in London or elsewhere. As necessity has no law it is useless for us to discuss the comparative advantages or disadvantages of the law stationer and the clerk employed in the office as copyist in so far as the solicitor must perforce employ the latter; but beyond the limits, which are very considerable, of compulsion it may be worth while to address a few observations to the *pros* and *cons* of the matter.

In favour of the office copyist it may be said that his services are always available; that, assuming sufficiency of work, reasonable rapidity of writing and diligence, his salary will be less expensive as an item of deduction from profit than the law stationer's charge for a corresponding quantity of work, and that his assistance may be useful in examining documents, and (where the line of his duties is not very tightly drawn) in carrying messages, and in other miscellaneous details not requiring a high order of trained intelligence. The arguments against the employment of the office copyist (always, of course, beyond the limits which we have indicated) appear to us to be the following:—First, that there must, in almost every office, be times when suitable work is not available for him, in which case he becomes at once an unprofitable servant. And, secondly, that he is not always reasonably rapid or diligent. His defects in these respects will of course, in individual instances, be so apparent as to admit of a very summary remedy, but they may become elements of loss to the employer where, as we believe to be often the case, they are just not sufficiently apparent to attract the attention of a man who has many other things to think of, and cannot be constantly checking the copyist's exact rate of progress, or looking out to see whether the furtive newspaper or periodical peeps out of the clerk's desk, or his pen is laid down at intervals to allow of the more easy flow of light and pleasant conversation with a neighbour.

The advantages of the copyist clerk are, for the most part, convertibly the disadvantages of the law stationer, and *vice versâ*. The latter is not so instantly accessible at all hours of the day; the exigencies of his business prevent him from observing, in every instance, absolute punctuality as to the time within which a given piece of copy will be completed, though he usually makes a very creditable approach to it; and, taking simply folio for folio as the test, he is paid at a more expensive rate than a clerk. On the other hand, his employment in place of a copying clerk relieves a solicitor from all risks of paying an unproductive salary when copying work is not plentiful, and of being deceived as to the quantity of work really done. It becomes merely a dry question of piece-work.

The arguments seem to us to be pretty nearly balanced, and to allow of a direct conflict of opinion between any two solicitors equally capable of forming a sound judgment. For our own part, however, we think that, where the choice is open, the permanent employment of copyists in a solicitor's office may, on the whole, be kept with advantage within comparatively narrow bounds, and a large margin left for the law stationer.

It is the practice in some, but not, we think, in many, offices to allow copying clerks habitually to take home work at night on terms of extra remuneration. We have known instances in which a clerk, after copying, or affecting to copy, all day, has accomplished in the night as much as sixty or seventy folios. We think that this is a very bad system, and, unless in the case of great emergency, should be strictly forbidden. It is no real kindness to the clerk if he does his work diligently in the day, because the addition of night hours to a long day spent in the posture of writing is distinctly injurious to health. And if he does not work diligently in the daytime the meaning is that he does as little as he can for his fixed salary, and husbands his energies for the work which he does on piece-work terms at night. The temptation to do so is obvious.

We shall next week conclude this head of our subject with some observations on the solicitor's articled clerk.

REVIEWS.

INSURANCE.

THE LAW OF INSURANCE: FIRE, LIFE, ACCIDENT, AND GUARANTEE; EMBODYING CASES IN THE ENGLISH, SCOTCH, IRISH, AMERICAN, AND CANADIAN COURTS. By J. B. PORTER, Barrister-at-Law. Stevens & Haynes.

This is a work on the law of insurance which is written in a somewhat novel way, as the author has disregarded the old idea that the different branches of the law of insurance must necessarily be dealt with in different volumes, and has, in one moderate-sized volume of about 500 pages, dealt with the law affecting the four branches of the question mentioned in the title, leaving untouched only the subject of marine insurance, which obviously stands on a very different footing in many respects from the other varieties of insurance. This is one important difference from previous works, and another is that the author has gone farther afield in his search

for guidance than is yet usual, though the practice of citing American and colonial decisions is steadily on the increase. And a very slight reference to the book is sufficient to show that the non-English cases to be found in the table of cases have not been referred to merely for the purpose of swelling the bulk of that prefix to the work, but that very extensive and valuable use has been made of them. The fact that so much trouble has been taken in referring to these cases (for studying which the libraries of the Inns of Court afford none too great facilities, though in this respect the Inner Temple sets a good example) goes a long way towards impressing the reader with the idea that this is not a mere specimen of book-making, but that it is a real attempt at stating the law on the subject with which it deals in a practical, useful, and correct shape. This impression, we think, will be fully retained after a more searching examination of Mr. Porter's work. We find here all the various topics which arise in connection with insurance treated intelligently and well, and in a well-connected sequence, though in some instances the author leaves his readers a little too much to discern for themselves to which particular branch of insurance his statements are intended to apply. To take a single example of the author's method in many instances, the chapter on indemnity, in which he explains the principle that all policies on property are contracts of indemnity, points out the extent of the indemnity and the manner of determining it in different cases, and refers to the doctrine of abandonment and the rights of the insurer in the subject of insurance after claim by the assured. This leads to the tolerably well-worn subject of subrogation, with its various developments, into which we need not enter here, and that to contribution. We get here numerous references to the recent and well-remembered cases of *Rayner* v. *Preston* (29 W. R. 547, L. R. 18 Ch.D. 1), and *Castellain* v. *Preston* (31 W. R. 557, L. R. 11 Q. B. D. 396), which contain so many clear general statements of the law, and are consequently so useful to the text-book writer. The index is very full and good, but it seems to us to be rather unfortunate that the statute law which directly affects the question of insurance has not been printed in an appendix. If to have done so would have necessitated the enlargement of the book beyond the author's intentions, some, at least, of the space needed might have been gained by curtailing the chapter on companies, which seems here and there to stray off from the special topic of insurance into the wide subject of company law generally. A small point is that the numerous references in the footnotes to American and colonial cases may be a little puzzling to some readers on account of the unaccustomed abbreviations; thus, Mass., Penn., N. S. W., and U. C., would not invariably be recognized as meaning Massachusetts, Pennsylvania, New South Wales, and Upper Canada, and the same might be said of such abbreviations for British reports as A. C. for Appeal Case, Ch. A. for Chancery Appeals, and C. S. C. for Court of Session Cases. A table of abbreviations would be useful, and if secondary references were given in the table of cases they would not need repetition throughout the book. We feel no difficulty in saying that this is a painstaking and useful work.

PARTNERSHIP.

A Digest of the Law of Partnership. By Frederick Pollock, Barrister-at-Law. Third Edition. Stevens & Sons.

This is the third occasion on which this work has been brought under our notice, and we have already so fully expressed our appreciation of the manner, at once comprehensive and concise, in which Mr. Pollock has dealt with the by no means easy subject of the law of partnership, that little now remains to be said except that this third edition fully maintains the reputation of its predecessors. The statements are clear and the illustrations apt. The reprint of the author's Partnership Bill contained in the appendix may be found useful in the future. We observe that Mr. Pollock, when revising the explanation of his 57th article (p. 88), had not the advantage of being able to consider the decision of the Court of Appeal in the case of *Pearson* v. *Pearson* (32 W. R. 1006, L. R. 27 Ch. D. 145). We should have been glad to see how he would deal with the judgments of Lords Justices Baggallay and Cotton in that case, which some have considered, we think rather over-hastily, to have finally overthrown the decision of Lord Romilly in *Labouchere* v. *Dawson* (L. R. 13 Eq. 322). That decision stood, not upon the sole authority of Lord Romilly, but upon that authority supported by the concurrence of Sir G. Jessel and Sir W. B. Brett (Masters of the Rolls), and also of Lords Justices Lush, Lindley, and Fry, and it would be strange if a doctrine so supported should have been finally disposed of by the judgments of two Lords Justices in a case which, as the judgment of Lord Justice Lindley shows, did not require them to make the slightest allusion to it, even though their opinions should receive some apparent countenance from some expression of doubt on the part of Lord Justice James. The language of Sir G. Jessel, with reference to the general bearings of this question, does not appear to us to be at all exaggerated.

CORRESPONDENCE.

A WARNING TO MORTGAGEES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have been hoping to see some editorial comments on the case of *West London Commercial Bank* v. *Reliance Permanent Building Society*, heard before Vice-Chancellor Bacon in July, but none have yet appeared; at all events, if any have appeared, I have missed seeing them. The full report of the case has recently appeared, and this induces me to write to you.

The decision seems to me to be of such importance, and to impose such novel and very serious liabilities on first mortgagees, that I hope I may be permitted to call special attention to it, and that you may think it worth while to give your readers the benefit of your views upon it.

The facts were briefly these:—Property which was subject to a mortgage was sold by the mortgagor, and conveyed to the purchaser by him and the mortgagees, the latter receiving the amount due to them out of the purchase-money, and joining in the conveyance in the usual way, the balance of the purchase-money being paid to the mortgagor. There was, in fact, a second mortgage, of which due notice had been given to the first mortgagees, but the existence of which was not disclosed to the purchaser by either the mortgagor or the first mortgagees, the latter of whom had in truth forgotten all about it. The second mortgagee thereupon, finding his security gone, took proceedings against the first mortgagees to make them responsible for the money paid by the purchaser to the mortgagor; and though it was admitted that they had acted with perfect good faith, and though they had taken no part whatever in the sale, but had simply joined in the conveyance and received the amount due to them, the Vice-Chancellor held them liable.

Of course, if the first mortgagees, after receipt of the notice, had made a further advance to the mortgagor, they could not have tacked; or if they had themselves sold under their power of sale, and paid over the surplus purchase-money to the mortgagor, their forgetfulness would have afforded them no excuse or protection; but either of those cases would have been totally different from the present. Here the first mortgagees were making no advance, exercising no power, not actively intervening in any way. It has always been understood that a mortgagee is at liberty to receive his money from, and transfer the mortgaged property to, anybody who chooses to pay him off. So far as I am aware, it has never been supposed that he is bound at his peril to protect the interests of a second mortgagee in a case where he is neither advancing nor selling, nor indeed doing anything but receiving his money and conveying the property to the person who pays him.

On the principle laid down by the Vice-Chancellor, the first mortgagees would, I presume, have been held liable if, instead of conveying to a purchaser, they had received payment from and conveyed to the mortgagor, who would then have held the deeds, and could, of course, have himself sold without disclosing the existence of the second mortgage. There is no valid distinction between the two cases.

I much doubt whether the decision would be upheld on appeal; but until upset I suppose it must be regarded as an authority. Meanwhile, it lays a serious risk on a first mortgagee holding a legal mortgage, and practically converts him, to some extent, into a guarantor for the mortgagor to anybody who may happen to take a second charge—at all events, to the extent of making him guarantee on behalf of the mortgagor, and for the benefit of any subsequent incumbrancer, the due disclosure to any purchaser of any second charge of which notice has been given. To trustees and others who hold many mortgages this is no trifling risk. Lex.

Nov. 19.

[The case referred to by our correspondent was reported in our columns on July 12 (28 Solicitors' Journal, 656); and was fully reported in the Weekly Reporter as long ago as August 9 (32 W. R. 913). It was commented upon in the Solicitors' Journal on August 16 (28 Solicitors' Journal, 730). We propose, however, to return hereafter to the consideration of the case.—Ed. S. J.]

PRIVATE ARRANGEMENTS *v.* ARRANGEMENTS UNDER THE BANKRUPTCY ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I omitted to state in my previous letter, which you were good enough to insert in your last week's issue, that the estate was sold *to the very creditor who refused the offer* of ten shillings in the pound.

Nov. 26. Fair Play.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your correspondent "Fair Play" scarcely justifies the selec-

tion of his pseudonym when he alleges the result of "one or two creditors acting against all the other creditors" in the matter of a private arrangement as an illustration of the injustice which might arise under the new Bankruptcy Act. *A private arrangement outside the provisions of the bankruptcy law*, such as that referred to by your correspondent, can only bind those who assent to it. Is that an "injustice"? If so, it is one which has always existed in this country, and which is no more due to the new Bankruptcy Act than it is to the Divorce Act. If the Bankruptcy Act is defective, by all means let its defects be shown, but surely the subject should be discussed in a spirit of

REAL FAIRPLAY.

Nov. 27.

COUNTY COURT EQUITABLE JURISDICTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should like to call the attention of your readers to a case which has lately come before the judge of the county court at Brighton, and which shows the extent to which the jurisdiction of the county court in certain important equity cases can be exercised. I think the attention of all lawyers should be drawn to this matter, and I fancy most of them will be surprised.

It has been the general belief and understanding that the equity jurisdiction of the county court extends only to a limit of £500, but in an action of specific performance the judge of the Brighton County Court has assumed the right of decreeing specific performance to a much greater amount. The action to which I am referring was one brought by a vendor against a purchaser, requiring performance, where the agreement was, as nearly as possible, in the following words:—

"A. B. agrees to purchase of C. D., for £500, No. 19, German-place. The house is sold subject to a mortgage of £1,300."

The judge held that he had jurisdiction to decree specific performance by section 9 of the County Courts Act, 1867 (30 & 31 Vict. c. 142). The section gives a county court jurisdiction to decree specific performance "where, in the case of a sale or purchase, the purchase-money, or, in case of a lease, the value of the property, shall not exceed £500." It will thus be seen that in the case of a lease the actual value of the property is the test, and in that of a sale the purchase-money. No doubt the reason for the distinction was to insure as much simplicity as possible, and to avoid going into the question of value where this could be dispensed with. Thus, on a purchase, where the value of the property would naturally be the purchase-money, that was the test fixed; while in the case of a lease where the value of the property might be any number of years' purchase of the rent—*i.e.*, fifteen or thirty years' purchase—it was impossible to fix a limit of rent so as to bring the value of the property certainly within £500, and, therefore, the limit was fixed at £500 value. This seems to be the fair construction of the clause, the intention of the Legislature being that jurisdiction should only be given in specific performance up to £500 worth of property.

The grounds on which the judge based his decision that he had jurisdiction in this action were that the purchase-money was £500; that it did not matter what value the property was; and that the actual cash which was to change hands at the time was the purchase-money.

On the other side it was contended that the true purchase-money was £1,800—*i.e.*, £500 *and* the mortgage-money of £1,300. The arguments of the solicitor for the purchaser, objecting to the jurisdiction of the court, were generally as follows:—

That it is very usual on a purchase of property that part of the purchase-money should remain on mortgage, and to say that the purchase-money is only the cash which actually passes at the time is fallacious. A man of business would know the contrary—*i.e.*, A. might agree to purchase Whiteacre of B. for £50,000, of which £500 was to be paid down, and £49,500 to be left on mortgage. This is often done on the sale of building estates, where a purchaser requires all his money to develop the estate. A. would, of course, consider and state that he had bought Whiteacre for £50,000. (This hypothetical case was so put to the judge, but he declared that even in such a case he should have jurisdiction.)

That the purchaser is bound to indemnify the vendor against the mortgage-money, and that thus, ultimately, the purchaser will have to pay that additional amount.

That the stamp duty on the conveyance would be calculated on £1,800 (Stamp Act, 1870, s. 73).

That the vendor's and purchaser's costs, as per the Solicitors' Remuneration Act and Order, would be based on £1,800.

The judge having decreed specific performance, the defendant applied to a divisional court, consisting of Manisty and Stephen, JJ., for a rule *nisi* for a writ of prohibition to the county court, but the Divisional Court refused even a rule, agreeing with the county court judge that the purchase-money was £500; and, as there is only a question of costs now depending, it is not probable that the defendant will go to the Court of Appeal.

I cannot help thinking that if the matter could have been brought before an equity court the decision would have been different. Even if on the wording of the clause the construction put on it is correct, there can be no question but that the intention of the framers of the clause was to restrain the county court jurisdiction to cases where the value of the property in dispute does not exceed £500, and that the only reason for the distinction between purchase and lease was to avoid, in the first case, where it was thought possible to do so, the necessity of calling evidence as to the value.

Brighton, Nov. 24. H. MONTAGUE WILLIAMS.

DIVORCE SUMMONSES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On Monday last a large number of solicitors and solicitors' clerks attended at the Divorce Court Registrar's chambers in Somerset House. All the summonses for the day were made returnable at half-past twelve. The order of hearing was, roughly speaking, the order in which the summonses were handed in; but I do not think that this rule was adhered to in every case. The result was that everybody had to stand in a crowded passage and waiting-room, and patiently wait until the registrar's clerk called their case. This happy release did not come to some until after four o'clock. Surely if the registrars knew of the great waste of time and extreme inconvenience which a number of people sustain by thus making the summonses returnable at one time, they would take measures to have summonses returnable at different hours, and so obviate what is at present a great grievance.

GEO. YARDLEY.

Nov. 19.

CASES OF THE WEEK.

COURT OF APPEAL.

WILL—CONSTRUCTION—CONTINGENT REMAINDER—FAILURE OF PARTICULAR ESTATE—"VESTING."—In a case of *Parker* v. *Parker*, before the Court of Appeal on the 24th inst., a question arose as to the vesting of a gift of real estate. R., by his will, dated in June, 1875, devised to his daughter, J., for her life, for her sole and separate use, and without power of anticipation, certain real estate, and from and after her decease the testator devised the estate "unto, between, and amongst the children of my said daughter who shall be living at the time of her decease, and the issue of any one or more of them who shall happen to die in her lifetime leaving issue, in equal shares and proportions as tenants in common, for all my estate and interest therein, such issue taking only the share or shares to which their, his, or her parent would have been entitled, if living; if more than one, between and amongst them in equal shares and proportions as tenants in common." By a codicil dated in July, 1875, the testator directed that "the shares and interests given by my will after the deaths of my respective children to or in trust for their respective children and issue shall vest in such last-named children and issue respectively at their respective ages of twenty-one years." The testator died in December, 1876. His daughter, J., died in June, 1882. She left two children surviving her, both of whom were infants. She had had no other children. On behalf of the plaintiffs, who were residuary devisees, it was contended that the effect of the codicil was to make the gift to the children of J. contingent on their attaining twenty-one, and that the contingent remainder to them had failed by reason of the determination of their mother's life estate before the happening of the contingency. Pearson, J., held (27 SOLICITORS' JOURNAL, 435) that there had been no failure. He was of opinion that, the word "vest" being a very flexible word, he ought to construe it in such a way as to carry out the testator's intention, and he thought that the intention of the codicil was only to prevent a lapse in the case of a child attaining twenty-one in the lifetime of the mother, and then dying before her without issue. He held, therefore, that the children of the daughter who were living at her death took vested interests, but liable to be divested in case of death under twenty-one. This decision was reversed by the Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.), who held that the word "vest" must have its natural meaning; that there was no vesting until the children attained twenty-one; and that, consequently, the contingent remainder had failed, there being no estate to support it. In the Court of Appeal the case of *Russel* v. *Buchanan* (7 Sim. 328) was cited, which was not cited to Pearson, J.—COUNSEL, *W. W. Karslake*, Q.C., and *Daw*; *Byrne*; *Quin*. SOLICITORS, *Coode, Kingdon, & Cotton*; *Wills & Watts*.

HIGH COURT OF JUSTICE.

INJUNCTION—RESTRAINT OF TRADE—UNLIMITED TIME.—In the case of *Webb* v. *Clarke*, before Chitty, J., on the 21st inst., a motion was made by the plaintiff, a provision merchant, of 73, High-street, Kensington, for an injunction to restrain the defendant, a former assistant and roundsman, from violating an agreement not to engage whilst in the plaintiff's service, or after leaving him, in any business similar, or where any article of the plaintiff's trade was sold, either as servant or otherwise, within a

mile of 73, High-street, Kensington. The question arose whether, as there was no limit of time, the stipulation was void as in restraint of trade. CHITTY, J., held that one mile in every direction was not an unreasonable limit when the nature of the plaintiff's business was regarded, and, that being so, the fact that the agreement contained no limit of time was immaterial, for the limit of space was in accordance with the exigencies of the plaintiff's trade (*Wilson* v. *Hart*, 14 W. R. 748, L. R. 1 Ch. 463). His lordship accordingly granted an injunction.—COUNSEL, *P. F. Wheeler; Nalder.* SOLICITORS, *Arthur Hughes; G. Saxon.*

TRADE-MARK—RECTIFICATION OF REGISTER—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 90.—In the case of *In re Mitchell & Co.'s and Houghton & Hall's Trade-Marks*, before Chitty, J., on the 21st inst., a motion was made under the Patents, Designs, and Trade-Marks Act, 1883, s. 90, by two applicants who had each applied to register in class 43 for whisky a mark comprising, amongst other things, the words "Cruiskeen Lawn," for an order varying the entry by adding to each of the marks a note to the effect that the user thereof was restricted by an agreement referred to. It appeared that, to avoid litigation, the applicants had executed an agreement specifying divers restrictions on the user by them respectively of the mark, and for the rectification of the register accordingly. As there was no opposition, both marks had got on the register. The cases of *In re Leonardt* (Sebastian's Dig. 610), *In re Kuhn & Co.* (53 L. J. Ch. 238), and *In re Rabone* (Seb. Dig. 643) were referred to in support of the motion. It was stated that the object of the application was that the marks should not be assigned without notice of the agreement. CHITTY, J., made the order, and directed notice of the rectification to be given to the comptroller.—COUNSEL, *J. Cutler.* SOLICITORS, *Hutchinson & McKenna.*

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—STATUTE OF FRAUDS.—On the 20th inst. *Studds* v. *Watson*, an action for specific performance, was tried before North, J. For nearly three years previous to the 22nd of September, 1882, negotiations took place between the parties for the purchase by the plaintiff of the defendant's share in certain leasehold property. On the above-mentioned date the defendant gave to the plaintiff a receipt, as follows:—"September 22, 1882. Received of J. Studds, one pound of my share in the Barret's-grove property the sum of two hundred pounds. Signed, Ester Peachey Watson." On the 19th of March, 1883, the defendant sent a letter to the plaintiff, which, so far as is material, was as follows:—"Mr. Studd. Sir,—If the balance of £199 on account of the purchase of my share of the property be not paid on or before the 22nd inst., I shall consider the agreement (made 22nd Sept., 1882) not any longer binding." This letter was written and signed by the defendant's nephew, her duly authorized agent for that purpose. It was contended for the defendant that there was not sufficient evidence in writing of the contract to satisfy the Statute of Frauds, as neither document contained all the terms of the contract, and there was no sufficient reference in either document to the other. NORTH, J., held that the evidence satisfied him of the existence of a parol contract on the 22nd of September, 1882, and that, although the receipt was clearly insufficient in itself to satisfy the Statute of Frauds, yet, when read with the letter of the 19th of March, 1883, there was sufficient evidence in writing to satisfy the statute. His lordship thought that the references to Studds, the plaintiff, in the two documents were sufficient evidence in writing to ascertain the purchaser, and that in holding so he was within the principles laid down in *Shardlow* v. *Cotterell* (30 W. R. 143, L. R. 20 Ch. D. 90), where a similar question arose upon a receipt. His lordship also held that he could look from the letter of the 19th of March, 1883, to the receipt for the purpose of ascertaining the amount of the purchase-money (£200), because the word "balance" was amply sufficient to connect the two documents, and in support of this conclusion he relied on the cases of *Long* v. *Millar* (27 W. R. 720, L. R. 4 C. P. D. 450) and *Cave* v. *Hastings* (L. R. 7 Q. B. D. 125). But even if the word "balance" had been insufficient, still, finding, as he did, that there was a parol contract at a certain date, and two documents, in one or other of which, although not connected, he could find the terms of that contract, his lordship held that there was sufficient evidence to satisfy the statute, and gave judgment for the plaintiff.—COUNSEL, *Barber*, Q.C., and *T. Hall Hall; Karslake*, Q.C., and *Maidlow.* SOLICITORS, *Hall Hall; Stocken & Jupp.*

PROHIBITION—COUNTY COURT—WANT OF JURISDICTION—IRREGULARITY.—In the case of *Jones* v. *Gittins*, which came before a divisional court (Grove and Hawkins, JJ.) on November 21, the plaintiff moved for a rule *nisi* for a prohibition directed to the county court judge of Newtown, Montgomeryshire, to restrain him from re-hearing the case. On the 23rd of October, 1884, the plaintiff recovered judgment in the Newtown County Court against the defendant for £29 and costs. Execution was stayed for one month upon the terms of the defendant paying the amount into court. The money not having been paid in, execution was issued, and the amount realized. On the 8th of November the defendant's solicitor wrote to the plaintiff's solicitor stating that "the defendant had instructed him to apply for a new trial at the next court to be held on the 12th inst.," and hoping that the letter would be accepted as a sufficient notice. This the plaintiff's solicitor declined. On the 12th of November the defendant, without having given any other notice to the plaintiff, applied for a new trial, informing the judge that the plaintiff (who did not appear and was not represented) objected to his making the application on the ground that no notice had been given. The judge, however, granted a new trial. The plaintiff accordingly applied for a rule for a prohibition to restrain the judge from hearing the case on the new trial. It was contended for the plaintiff that the judge had acted without jurisdiction, or had exceeded his jurisdiction in granting the new trial, as ord. 28, r. 1, of the County Court Rules, 1875, provides that "an application for a new trial may be made . . . provided the intending applicant do, seven clear days before the holding of such court, deliver to the registrar at his office, and also give the opposite party . . . a notice in writing," &c., of his intention to apply. The judge, therefore, exceeded his jurisdiction in granting a new trial, as no notice at all had been given, the rule as to the seven days' notice being obligatory and not merely directory. *Jones* v. *Jones* (17 L. J. Q. B. 170), *Great Northern Railway Company* v. *Mossop* (4 W. R. 116, 17 C. B. 130), and *Barker* v. *Palmer* (30 W. R. 59, L. R. 8 Q. B. D. 9) were cited. The COURT refused the rule. What had happened was probably a mere irregularity in procedure, and it was probably not a case where there was an excess of jurisdiction; but, at any rate, the plaintiff ought to have applied to the county court judge to rescind his order for a new trial on the ground of want of notice, and it was premature to apply for a writ of prohibition, even if prohibition would lie in such a case.—COUNSEL, *Sidney Woolf.* SOLICITORS, *Henry Morris & Sons*, Shrewsbury.

PRACTICE—TIME—DEFAULT OF APPEARANCE—APPLICATION FOR JUDGMENT AFTER THE LAPSE OF ONE YEAR—R. S. C., 1883, ORD. 64, R. 13.—In the case of *Webster* v. *Myer*, which came before a divisional court (MATHEW and A. L. SMITH, JJ.) on the 24th inst., application was made, on behalf of the plaintiff, for leave to sign judgment in default of appearance by the defendant. The claim was for a liquidated sum, and the writ was issued more than a year before this application. The plaintiff had not appeared, and no affidavit of service was filed. The master and the judge in chambers refused the application, as by ord. 64, r. 13, where there has been no proceeding for one year from the last proceeding in any cause or matter, the party desiring to proceed shall give a month's notice to the other party of his intention to proceed. Such notice had not been given in this case. The COURT affirmed the order of Field, J., holding that ord. 64, r. 13, applied to applications to sign judgment in default of appearance. The swearing of the affidavit of service was "taking a proceeding" in the action, and hence the defendant must have a month's notice.—COUNSEL, *J. Holmes Poulter.* SOLICIOR, *W. S. Webster.*

BANKRUPTCY CASES.

BANKRUPTCY PETITION—JUDGMENT DEBT—APPEAL FROM JUDGMENT PENDING—ADJOURNMENT OF HEARING OF PETITION—DISCRETION OF REGISTRAR—BANKRUPTCY ACT, 1883, s. 7, SUB-SECTION 4.—In a case of *Ex parte Heyworth*, before the Court of Appeal on the 21st inst., a question arose as to the propriety of an adjournment of the hearing of a bankruptcy petition founded on a judgment debt (in respect of which a bankruptcy notice had been served by the petitioning creditor, with which the debtor had failed to comply), an appeal being pending from the judgment. Sub-section 4 of section 7 of the Bankruptcy Act, 1883, provides that "when the act of bankruptcy relied on is non-compliance with a bankruptcy notice to pay, secure, or compound for a judgment debt, the court may, if it thinks fit, stay or dismiss the petition, on the ground that an appeal is pending from the judgment." In the present case the debtor had brought an action against the petitioning creditor in the Mayor's Court of London. The petitioning creditor applied to the Queen's Bench Division for a writ of prohibition, on the ground that the cause of action had not arisen within the jurisdiction of the Mayor's Court. A rule *nisi* having been obtained, and cause shown against it, an action was directed to be brought by the petitioning creditor against the debtor to determine the question of jurisdiction. In this action it was decided that the Mayor's Court had no jurisdiction, and judgment was entered for the plaintiff (the petitioning creditor), with costs. The costs were taxed at £104, and this sum, together with the costs of the rule (which after the decision in the prohibition action had been made absolute), formed the debt on which the bankruptcy petition was founded, the act of bankruptcy being the failure of the debtor to comply with a bankruptcy notice in respect of the debt. An appeal had been presented from the judgment, and at the hearing of the bankruptcy petition the debtor resisted the making of a receiving order, on the ground that this appeal was pending. Execution on the judgment had not been stayed pending the appeal. The registrar made the following order:—"It appearing that an appeal brought by the debtor is now pending in relation to the judgment on which the bankruptcy notice herein was founded, it is ordered that the further hearing of the petition be adjourned generally, with liberty to apply." The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.) affirmed the decision. BAGGALLAY, L.J., said that it had always been the recognized practice under the Bankruptcy Act, 1869, and he saw no reason why it should not be the practice under the Act of 1883, when a petitioning creditor's debt was founded on a judgment, and an appeal was pending from the judgment, that it was a matter for the discretion of the registrar, whether to make an immediate adjudication, or stay the proceedings pending the appeal. It was possible that the appeal might result in there being no debt due to the petitioner. The *bona fides* of the appeal was an essential matter to be considered. If the court was satisfied that the appeal was not *bona fide*, a receiving order ought to be made. In the present case there appeared to be a substantial question, and the registrar had exercised his discretion wisely. Under his order, in case the appeal should not be duly prosecuted, the petitioner would be enabled to apply to the court to proceed on the petition. BOWEN, L.J., said he was by no means satisfied that in the present case there was a judgment debt within the meaning of sub-section

1 (*g*.) of section 4 of the Bankruptcy Act, 1883. But he reserved his opinion on this point. But, if there was a good petitioning creditor's debt, the question was whether the pendency of the appeal justified the registrar's order. The mere fact that an appeal was pending did not give the debtor an absolute right to a stay of proceedings, or a dismissal of the petition. But, under sub-section 4 of section 7, the registrar was clothed with an absolute discretion to consider what was best to be done under the circumstances, and it was impossible for the Court of Appeal to interfere with the exercise of his discretion unless it was clearly satisfied that he could not have been right. If it could be shown that the appeal must be a frivolous one, the court might reverse his decision. But, if the appeal was a *bonâ fide* one, it would be monstrous to make a receiving order while it was pending. FRY, L.J., concurred.—COUNSEL, *Rolland*; *Morton Smith*. SOLICITORS, *Shaw & Tremellen*; *Walker, Son, & Field*.

COSTS—APPEAL—SHORTHAND NOTES OF EVIDENCE.—In a case of *Ex parte Nickoll*, before the Court of Appeal on the 21st inst., an application was made on behalf of the trustee in a bankruptcy for the allowance out of the bankrupt's estate of the costs of a shorthand writer's notes of evidence taken in a county court, the notes having been used on the hearing by the Divisional Court of an appeal from the county court. It was said that the taxing master of the Queen's Bench Division would not allow these costs without the order of the court. BAGGALLAY, L.J., said that it would be a bad precedent to order these costs to be paid. The Court of Appeal would give no assistance in the matter. The trustee was at liberty, if he could, to convince the taxing master or the county court judge that the costs ought to be allowed. FRY, L.J., said that he did not see why the judge could not take a competent note of the evidence. BOWEN, L.J., concurred.—COUNSEL, *Cohen*, Q.C., and *English Harrison*; *Winslow*, Q.C., and *Yate Lee*. SOLICITORS, *Mercer & Mercer*; *Waterhouse, Winterbotham, & Harrison*.

BANKRUPTCY—APPEAL—COSTS—OFFICIAL RECEIVER.—In a case of *Ex parte The Leicestershire Banking Company*, before a divisional court of the Queen's Bench Division on the 20th inst., a question arose as to the costs of a successful appeal from the decision of a county court, the unsuccessful respondent being the official receiver. It was urged on behalf of the appellant that, by analogy to the practice under the Bankruptcy Act, 1869, according to which a trustee in bankruptcy was made personally liable, like any other litigant, for costs to his successful opponent, leaving him to recover the costs out of the bankrupt's estate, the official receiver ought to ordered to pay the appellant's costs, leaving him to recover them, if he could, out of the debtor's estate. The COURT (MATHEW and CAVE, JJ.) ordered the costs, both of the appellant and of the official receiver, to be paid out of the debtor's estate, but directed that the appellant's costs should have priority.—COUNSEL, *Winslow*, Q.C., and *H. Reed*; *Muir Mackenzie* and *W. E. Davidson*. SOLICITORS, *R. Smith & Wilmer*; *The Solicitor to the Board of Trade*.

QUEEN'S BENCH DIVISION.—IN BANKRUPTCY.

(Before MATHEW and CAVE, JJ.)

NOV. 20.—*Ex parte Bowling, Official Receiver, In re Taylor.*

Bankruptcy—Official receiver—Right to recover money spent on the estate—Reimbursement—Composition—Bankruptcy Rules, 1883, r. 163.

This case raised the question as to the right of the official receiver to be reimbursed by the trustee under a composition arrangement for moneys expended by him upon the debtor's estate. On August 6, 1884, a receiving order was made, on the petition of a creditor, against James Taylor, the debtor, who carried on the business of a hatter and outfitter. On August 20, at the first meeting of creditors, resolutions were passed accepting a proposal for a composition of 12s. 6d. in the pound, and for the appointment of James Rickard as trustee. On September 1 these resolutions were confirmed, and upon the report of the official receiver they were approved by the court on September 23, James Rickard was appointed trustee to carry out the composition scheme, and the receiving order was rescinded. The official receiver had, prior to the composition scheme being approved by the court, expended money, with the full approval of all parties, in the purchase of goods to enable the business of the debtor to be carried on. The trustee, upon the approval of the court being given to the composition, applied to the official receiver to deliver up to him possession of the debtor's premises and property under rule 163, but the official receiver declined to do this until the trustee paid him the amounts expended by him on the debtor's business, or for which he was personally liable. The trustee then applied to the county court of Leeds to order the official receiver to deliver up the debtor's premises and property, and Judge Powell made an order that "the official receiver do forthwith deliver up to the trustee the possession of the debtor's premises, and also the debtor's property and estate and books of account, the said trustee undertaking to pay or to indemnify the said official receiver out of the assets of the estate, in due order of priority, the sum or sums which may be found due to him for goods supplied for the carrying on of the business of the said estate pending the appointment of the said trustee, and paid for by the said official receiver, or for which he is personally liable." The official receiver appealed.

Rule 163 provides that, "Where a composition or scheme is sanctioned, the official receiver shall forthwith put the debtor (or, as the case may be, the trustee under the composition or scheme) into possession of the debtor's property. The court shall also rescind the receiving order."

Sir F. Herschell, S.G., and *Muir Mackenzie*, for the official receiver.—Rules 163 and 249 deal with this case. The official receiver is entitled to be paid by the trustee for the moneys expended by him. The words in the order of the county court judge, "in due order of priority," are unintelligible. On October 4 the official receiver offered by letter to hand over the debtor's estate on receiving the trustee's undertaking to repay, out of the first moneys coming to his hands, the amount due to him. The trustee refused that offer. The official receiver is entitled to have a first charge on the assets in the hands of the trustee.

H. Reed, for the trustee.—The official receiver claimed to keep all the debtor's property until he was paid. The notice of appeal repeats that contention, though, no doubt, the official receiver offered by letter to take less. Rule 163 says that the official receiver is bound to hand over the property to the trustee; hence he must do so unconditionally, and must look solely to the assets for repayment. He cannot get a personal order against the trustee. By section 70 of the Bankruptcy Act, 1883, an official receiver is in the same position as a receiver and manager appointed by the High Court, and his rights are laid down in *Ex parte Izard*, *In re Bushell* (31 W. R. 418, L. R. 23 Ch. D. 75). The official receiver can claim no condition upon giving up the property.

MATHEW, J.—This order must be varied. It was no doubt intended by the creditors that the official receiver should be paid. The trustee, however, insisted that he was entitled to all the property in the hands of the official receiver, without any condition or direction as to the official receiver being paid. There I think the trustee was wrong. The official receiver may have taken too strong a view of his rights at first, but he receded from this, and made a fair offer in his letter of the 4th of October, which the trustee refused. The order of the county court judge is not quite intelligible. I do not know what "in due order of priority" means. By section 70 the official receiver is placed in the same position as a receiver and manager in the Court of Chancery. That court could have given him a first charge upon the assets for moneys properly expended by him. The order, therefore, must be varied by giving him a first charge upon the assets that come to the hands of the trustee, and the trustee must pay the costs.

CAVE, J.—I concur. We strike out of the order the word "undertaking," and insert a direction to the trustee instead.

Order varied accordingly.

Solicitors, *Solicitor to the Board of Trade*; *A. Scott Lawson*, for *Bointon & Foster*, Leeds.

(Before CAVE, J.)

NOV. 11, 24.—*Ex parte Routh, In re Whitehead.**

Husband and wife—Ante-nuptial parol Marriage settlement—Funds left in wife's name—Bankruptcy of husband—Claim by trustee.

This case raised a question as to the right of the trustee in bankruptcy to claim property belonging to the bankrupt's wife included in a parol ante-nuptial agreement. The trustee appealed from a decision of Judge Powell, of the Leeds County Court, refusing to declare that he was entitled to a sum of £1,350. In September, 1879, the bankrupt married. His wife was entitled to real property, which was duly settled on her by marriage settlement, and also to £1,400 standing to her credit in a bank. There was a parol agreement that the wife should have this money for her separate use. The money was left in the bank in her maiden name, and she received the interest up to March, 1882, when a separation took place, and after the separation the husband made inquiries at the bank with the intention of claiming the money, but on March 27 the wife drew out the balance, £1,350. On November 29 the husband filed his petition for liquidation. The trustee claimed payment of this money from the wife.

NOV. 11.—*Cooper Willis*, Q.C., for the trustee, urged that parol agreement was void under the Statute of Frauds: *Simmons* v. *Simmons* (6 Hare, 352).

Warmington, Q.C., and *Finlay Knight*, for Mrs. Whitehead, also relied on *Simmons* v. *Simmons*, and urged that a parol agreement followed by part performance is binding; here the husband promised verbally to do nothing, and for years he complied with that promise. In any event Mrs. Whitehead is entitled to her equity to a settlement.

Cur. adv. vult.

NOV. 24.—CAVE, J., after pointing out that *Simmons* v. *Simmons* did not apply, and that he followed the opinion of the Master of the Rolls in *Cooper* v. *Wormald* (27 Beav. 266, at p. 270), said, To hold that under the law as it existed in 1879 a mere parol agreement, not followed by any transfer of the property to trustees before the marriage, could, whatever might be done after marriage, constitute a good ante-nuptial settlement, would be to repeal, in effect, the Statute of Frauds so far as it relates to promises in consideration of marriage. On the question whether the wife is entitled to a settlement out of this property or some portion of it, I have only heard one side, and the case must be restored to the paper, if the parties desire it, in order that this point may be argued.

Declare that the trustee is entitled, subject to the wife's equity to a settlement, if any. Costs reserved. To stand over *sine die*. Liberty to wife to serve notice of motion for settlement and apply generally.

Solicitors, *Pitman & Sons*, for *Malcolm & Hainsworth*, Leeds; *H. A. Maude*, for *Wm. Elmsley*, Leeds.

NOV. 24.—*Ex parte Honygar, In re Mahler.*

Duty of Official Receiver.

Application on behalf of Messrs. Honygar, of Lyons, and Messrs.

* Reported by J. GERARD LAING, Esq., Barrister-at-Law.

Charbin, of the same place, for the delivery to them by the official receiver of silks and other goods of the applicants, which were in possession of the debtors at the date of the receiving order. The debtors were commission agents, who found purchasers for the goods of foreign principals, but the goods were consigned by the foreign principals to their own order, and were sold by the debtors in the name of the foreign principals, and distinct sets of books of accounts relating to each manufacturer were kept. When the purchasers of the goods paid for them by cheques, these were always drawn in favour of the foreign principals; when by cash, an arrangement existed for immediate transmission of the account to the foreign principals. The debtors absconded, and thereupon bankruptcy proceedings were instituted, and Messrs. Honygar and Charbin demanded from the official receiver certain goods. These goods were all separately marked as belonging to the applicants, and could be easily distinguished and identified from the goods of other manufacturers.

Hebert Reed, for the applicants.

John Macdonell, for the official receiver, expressed his willingness to submit to any order the court might think fit, but submitted he was obliged to come to the court in order that he might be protected.

Cave, J., in granting the application, stated that the official receiver ought to have made inquiry into the facts of the case, and to have undertaken the responsibility of giving up or retaining the goods without coming to the court to relieve himself of it. If he required further particulars his duty was to ask the applicants to furnish them.

Application granted; costs of the applicants and the official receiver to come out of the estate.

Solicitors, *Solicitor to the Board of Trade; Phelps, Sedgwick, & Biddle; C. Harcourt.*

Nov. 24.—*Ex parte Turquand, Trustee, In re Parkers.*

Bankruptcy—Practice—Disclaimer of leaseholds—Vesting order—Terms—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 55.

This was an application on the part of the trustee for liberty to disclaim all right and interest in a certain lease to W. E. Parker, one of the bankrupts. On July 24, 1879, the bankrupt gave Messrs. Coutts an equitable mortgage, by deposit of deeds, over the property, which he also mortgaged to one of his firm's clients, Rayson. Subsequently he entered into an agreement to sell to Imperiali, who paid a deposit of £500, and it was also agreed that, after the conveyance was executed, Imperiali should mortgage to Parker to secure the balance of the purchase-money. Parker did not disclose the prior mortgages.

The trustee had obtained an extension of time during which he might disclaim, and he was now advised that the lease was valueless to him.

F. C. Willis, for the landlord, did not contest the right of the trustee to disclaim on terms, but asked for a vesting order under section 55, sub-section 6, so as to vest the property in him in such a form as to bar any claims by the mortgagees which they might base on the disclaimer.

Cooper Willis, Q.C., and *Linklater*, for the trustee, asked, in the event of the court making the order which was actually made, that Imperiali should have no costs, as the trustee was always willing to accede to the terms, provided the court would sanction them.

Vaughan Williams, for Imperiali, submitted that the trustee had not taken upon himself to accede to the terms required by Imperiali.

Neither Messrs. Coutts or Rayson appeared.

Cave, J.—The words of section 55, sub-section 6, are not quite clear. Under it I can make an order for the vesting of this property "in any person claiming any interest in the disclaimed property." I do not think that these words apply to the landlord. The thing to be disclaimed is the leasehold interest, in which the landlord has no interest. Leave will therefore be given to the trustee to disclaim merely; Imperiali and the landlord to have liberty to prove for any loss sustained by them in consequence of such disclaimer; trustee to make no claim against Imperiali for the balance of the purchase-money payable to the bankrupt, and to give up the mortgage by Imperiali to him; Messrs. Coutts and Rayson to be excluded from all interest in, and security over, the property, unless within a week they declare their option to take a vesting order under sub-section 6. Costs of all parties to come out of the estate. I wish to add that the court does not sit for the purpose of assisting the official receiver or the trustee in the management of the estate, and they have no right to come before it for the purpose of getting its opinion on questions of that sort. The court sits for the exercise of judicial functions, and the official receiver or trustee may come for its decision; but where there is no legal question to be decided, they have no right to come to the court.

Solicitors, *Linklater & Co.; Montague; Ed. Davis.*

GLOUCESTER COUNTY COURT.

(Before Judge Sumner.)

Nov. 18.—*Re Price; Ex parte Phillips & Co.*

Costs of trustee under deed of assignment.

William Price, draper, of Cinderford, made an assignment of his stock, furniture, and effects, to Mr. J. Carey Phillips, for the benefit of his creditors generally; the date of this deed was February 14. Two days afterwards Messrs. Wills & Co., of Bristol, filed a petition in bankruptcy against the debtor, the act of bankruptcy being set forth as being this assignment, although no official notice had then been sent to the creditors that such an assignment was made. A receiving order was not made until March 3. The creditors in the meantime permitted Mr. Phillips, to carry on the business and generally take charge of the estate; but on March 4 the official receiver, Mr. Scott, took the place of Mr. Phillips and called upon Mr. Phillips to render an account of his receipts and expenditure, which he did, setting forth receipts £21 1s. 5d., and out of pocket expenses £14 3s. 3d., and professional charges £17 8s. 6d., inclusive of valuation expenses. No objection was raised to this account for nearly three months, when Mr. Scott sent a claim to Mr. Phillips for the whole cash receipts, £21 1s. 5d., to be handed over to him without any deductions whatever. To this Mr. Phillips demurred, but was willing to meet the case by waiving all his professional charges and paying the difference between the actual cash received and the actual cash paid away, but Mr. Scott refused to assent to this, and subsequently called the attention of Mr. Phillips to *Ex parte Vaughan* (28 Solicitors' Journal, 652), decided in the Manchester County Court against the trustee, and upon the strength of that decision it was arranged that the full money should be paid within a month. But during the interval notice of appeal had been given by Mr. Vaughan, the trustee in the above case, and consequently Mr. Phillips refused to pay. Ultimately a motion was made by Mr. Scott for the court to make an order on Mr. Phillips for payment, but at the introduction of the case at the previous court an adjournment was mutually arranged for until the appeal in *Ex parte Vaughan* had been heard, Mr. Phillips then volunteering that if such appeal was against him he would pay the money without coming into court again. The appeal was in due course heard before Stephen and Cave, JJ., in the Queen's Bench Division, "who discharged the order of the Manchester County Court judge, and ordered an inquiry to be made as to the value of the property of the debtor of which the trustee (Mr. Vaughan) took possession, and which he had converted" (*ante*, p. 49). Upon the case now being called on, Mr. Phillips, who conducted his own case, submitted that that decision was entirely in his favour, and that the county court did wrong in making the order against the trustee, and asked that the present motion be refused.

His Honour read the report of the appeal, and remarked he did not see with Mr. Phillips that the case was altogether in his favour, and he must hear the arguments.

Mr. Phillips said that in the carrying on of the debtor's business certain out of pocket expenses were necessarily incurred, including £6 11s. 6d. paid to the wife of the debtor for the private costs of maintenance of the family and the assistants in the business, and that according to section 50 (6) of the Bankruptcy Act, 1883, he as trustee, or agent of the debtor and his creditors, was entitled to retain all such outgoings out of any moneys that passed through his hands while managing the estate. There was also a case of *Ex parte Official Receiver, In re Richards* (32 W. R. 1001) where no question was raised as to such deductions, and simply the balance of the money in hand was ordered to be paid over to the official receiver. In this case no receiving order was ever asked for or made, although the court knew he was carrying on the trade in the interests of the creditors, which would not have been the case had the court supposed that the estate was being injured, or had it been considered he was not an agent but a trespasser. According to *Ex parte Vaughan*, all the trustee can be expected to do is to deliver up the estate in as good a condition as he found it, and applying the same principle to the case under debate, his stock-book showed that the stock in trade was worth £178 at the time he took possession, whereas Mr. Scott's stock-book shows that when he relinquished possession to him it was valued by him at £220, thus showing a benefit to the estate of upwards of £40 through his administration, instead of the suggested loss.

The Official Receiver: I did not take stock, or value it at £220.

Mr. Phillips: Your broker, Mr. Brewer, was instructed to do it for you, and these are his figures.

The Official Receiver: The debtor placed his own value on the goods.

Mr. Phillips: You accepted the figures handed in, and adopted them in the statement of the debtor's affairs placed before the court, and upon that statement the estate was not depreciated, but actually increased in value to the extent of £40, and now I am called upon to refund all the money expended in thus increasing the value of the estate.

The Official Receiver said that Mr. Phillips was simply a trespasser, for had not the assignment been made the debtor would have filed his petition, and no allowance would have been made to him for personal expenses, and the business would have been realized without any trouble or expense such as those incurred under the assignment. The estate was therefore depreciated in value through the assignment, which was simply made to evade the provisions of the Bankruptcy Act. As regarded the case of *In re Richards*, there the Official Receiver chose to allow the outgoings, but in this he refused to do so. However, he thought that the two small items of wages to the servant and assistants of 10s. each should be allowed.

His Honour said he could not see his way to allow more than £1 paid for servants' wages. The debtor ought to have applied to the court in the first instance, and judgment must be entered for £20 1s. 5d.

The receiver's costs were allowed.

CASES AFFECTING SOLICITORS.

Solicitor—Costs—Taxation—Mortgage—Fee for Negotiating Loan—Solicitors' Remuneration Act, 1881—Remuneration Order of August, 1882, Schedule 1, Part 1—Rule 11.—In a case of *In re Weddall*, before Pearson, J., on the 20th inst., a question arose as to the allowance to the solicitors of a mortgagee of a fee for negotiating the loan. Rule 11 of the Remuneration Order provides that "the scale for negotiating, as to a mortgagee's solicitor, shall apply only to cases where he arranges and obtains the loan from a person for whom he acts." The question was raised on a summons by the mortgagor to tax the bill of the mortgagee's

solicitors in relation to the mortgage. The mortgagor desired to find a transferee for an existing mortgage for £2,000 on some leasehold property belonging to him, which the mortgagee had called in. He instructed his solicitors to find some one who would take a transfer of the mortgage, and they, on the 11th of March, 1884, wrote to W., "Have any of your people the sum of £2,000 to be invested on mortgage?" adding that a client of theirs wanted an advance of that amount, and stating the nature of the property, and recommending it as a good security. On the receipt of this letter, W. wrote to a Mrs. B., who was his mother-in-law, telling her that at last he had got her what she had wanted, a mortgage for £2,000, at five per cent. interest, and adding, "I have gone thoroughly into the matter on your behalf." On the 12th of March Mrs. B. wrote to her solicitors, "This morning I heard from my son-in-law, stating that he had found me a good investment for the £2,000, which I must trouble you to manage for me in the usual way, if you consider, after seeing all the papers, that the mortgage is safe and desirable." She then quoted from W.'s letter to her, and added, "Still, I should like to have your sanction and advice before finally deciding to accept the mortgage." She afterwards, as she deposed, saw one of the partners in the firm, and instructed him to inquire into the sufficiency of the security, and, if it was satisfactory, "to arrange and negotiate the loan" on her behalf. The partner whom she saw deposed that she informed him "that she would require our professional assistance in the matter, which she should leave entirely in our hands to manage in the usual way; and further stated that she should not advance the money unless we advised her to do so, and directed me either to accept the security on her behalf or not as I thought best." After this some correspondence took place between Mrs. B.'s solicitors and the mortgagor's solicitors, and a valuation of the property was made by a valuer by the direction of Mrs. B.'s solicitors, and they investigated the title to the property. On the 26th of March they wrote to her, sending her the valuation made by the valuer, and adding, "from which you will see he certifies £2,000 can be safely advanced on the security." On the 27th of March she replied: "I now authorize and request you to carry out the affair, which I leave entirely in your hands." The mortgage was then completed, and the bill of costs delivered by the mortgagee's solicitors amounted to £51 3s., which was made up of charge for negotiating loan, £20; investigating title, and preparing and completing transfer of mortgage, £25; "fee to the surveyor for valuing the property, £5 5s.; stamp, 10s.; and certificate of search, 8s." The mortgagor objected to pay the fee of £20 for negotiating the loan, on the ground that the lender was not introduced to him by her solicitors, but through W., and that consequently they did not negotiate the loan. PEARSON, J., held that the mortgagee's solicitors were entitled to the fee. He said that if he were to hold otherwise the result would be that solicitors would have to perform half their work for nothing.—COUNSEL, *Frank Evans; Cozens-Hardy*, Q.C.; and *Wigleworth*. SOLICITORS, *Knight & Ravenhill; Ridsdale & Son*.

SOLICITOR—COSTS—TAXATION—DEFAULT IN ANSWERING INTERROGATORIES—VIVA VOCE EXAMINATION.—In a case of *Lichfield* v. *Jones*, before Pearson, J., on the 20th inst., a question arose as to the costs incident to an examination before an examiner of a party who had made default in answering interrogatories which he had been ordered to answer. The defendant had answered twenty-nine out of thirty-one interrogatories, but his answers to the other two had been four times found insufficient by the court. An order was then made that he should attend before an examiner and answer *viva voce*, and pay the costs of the examination. The costs of the examination, which had been allowed by the taxing master, included the examiner's fees for four days during which the defendant had been questioned by counsel on matters not strictly confined to the interrogatories, and a large sum for copies of letters supplied to counsel for the purpose of the examination, containing 1,630 folios. The defendant took out a summons to review the taxation. On behalf of the plaintiff it was contended that, as the defendant had been guilty of contumacy, there was no obligation to confine the examination to the questions in the interrogatories, but that the plaintiff's counsel had a right to question him further and test the accuracy of his evidence. PEARSON, J., said that there had been a most grievous mistake in the manner of conducting the proceedings. The order for examination *viva voce* was very plain and in proper form; he should have thought no one could have mistaken the effect of it. All that was required by it was that the defendant should answer the interrogatories *viva voce* as fully as he ought to have done if he had answered them in writing; that order was in proper form according to the present practice, and was also in accordance with the old practice of the Court of Chancery. His lordship, therefore, made a declaration that the examination ought to have been confined to the interrogatories, and referred the bill back to the master to be reviewed. He also said that the costs of the copy of the correspondence, which ought not to have been furnished at all for this purpose, must be disallowed. He gave the defendant the costs of the application, and ordered the costs which had been paid by him to be returned pending taxation.—COUNSEL, *Cozens-Hardy*, Q.C., and *Chadwick Healey; Cookson*, Q.C., and *Seward Brice*. SOLICITORS, *R. Blackett Jones; G. H. Carthew*.

COSTS—BREACH OF PROMISE OF MARRIAGE—DAMAGES £20—SCALE ON WHICH COSTS ARE TO BE TAXED—R. S. C. 1883, ORD. 65, R. 12.—In the case of *Saywood* v. *Cross*, which came before a divisional court, composed of Mathew and A. L. Smith, JJ., on the 24th inst., a question arose as to the scale upon which the costs are to be taxed where £20 damages were recovered for breach of promise of marriage in an action in the High Court. The judge at the trial had made no order as to costs, and the taxing master had taxed the plaintiff's costs on the superior court scale. Upon a summons taken out by the defendant to review the master's taxation, the matter was referred to the court by Wills, J. It was contended on behalf of the defendant that this case came within ord. 65, r. 12, of the Rules of the Supreme Court, 1883, which says that in actions founded on contract in which the plaintiff recovers a sum not exceeding £50 he shall be entitled to no more costs than he would have been entitled to had he brought his action in a county court, unless the court or judge otherwise orders. Here the master ought only to have given the plaintiff costs on the county court scale, and it made no difference that the action could not have been brought in the county court, the words of the rule being clear. The COURT, however, held that the rule did not apply. The rule only applied to actions which could have been brought in the county court, and had no application to those actions which were excepted from the county court jurisdiction. The plaintiff was, therefore, entitled to costs on the superior court scale, and the appeal was dismissed. —COUNSEL, *J. C. Earle; Cluer*. SOLICITORS, *Preston & Co*.

SOLICITOR—COSTS — DIVORCE SUIT — TAXATION OF WIFE'S COSTS—"EXTRA COSTS"—RIGHT OF ACTION.—In the Probate, Divorce, and Admiralty Division on the 25th inst., in a suit of *Fielders* v. *Fielders*, a motion was made on behalf of the respondent for an order restraining an action which had been brought in a county court by the petitioner's solicitor against the respondent to recover his costs as solicitor for the petitioner. The suit had been brought by the wife on the ground of her husband's adultery, but the proceedings had dropped, and the parties had resumed cohabitation. The petition was still on the file, and the petitioner's solicitor had obtained an order for taxation of his costs. It was urged by the respondent's counsel that the solicitor had no right to seek any other remedy while the taxation was pending. The counsel for the petitioners's solicitor, in opposing the motion, relied upon *Ottaway* v. *Hamilton* (26 W. R. 783, L. R. 3 C. P. D. 393), as showing that he had a right to sue for "extra costs," in addition to the costs taxed and allowed as between party and party. BUTT, J., observed that the fact that the solicitor might recover in the county court a larger sum than he would recover after taxation in the divorce suit was no bar to his right of action. The taxation would limit the costs which he would recover as between party and party, but would be independent of any extra costs which he might recover as between party and party. He therefore refused the application, with costs.—COUNSEL, *H. Stokes; H. B. Deane*. SOLICITORS, *Blake & Snow; Nye & Greenwood*.

COURT OF APPEAL.

(Before BRETT, M.R., and COTTON and LINDLEY, L.JJ.)

Nov. 21.—*Hanley and another* v. *The Stroud Water Company and others*.

Solicitor—Partnership—Liability of partner for work done during partnership under contract by co-partner prior to partnership.

This was an appeal by the defendant Baker from the judgment of Mathew, J., at trial. The action was to recover a sum of £342 for work done and money paid by the plaintiffs, Messrs. C. J. Hanley & H. S. L. Fellows, a firm of parliamentary agents, for the defendants, Messrs. Strong & Baker, who formerly were in partnership as solicitors under the style of Bellamy, Strong, & Co. The partnership between the defendants was formed in November, 1881. In the previous September Mr. Strong carried on the business alone, and was in communication with a Mr. Wright, who wished to promote the Stroud Water Company. Mr. Strong, at an interview at which Mr. Wright was present, entered into a parol contract with the plaintiffs, whereby the plaintiffs agreed to act as parliamentary agents for the Bill, on the terms that they should be paid the usual charges if the Bill was passed, but should only receive their costs out of pocket if the Bill should fail. The plaintiffs acted as parliamentary agents for the Bill, which was passed after the defendants' partnership was formed. They then brought the present action for work done and money paid by the plaintiffs as such agents for the defendants. The particulars contained items for work done *de die in diem* during the defendants' partnership. At the trial Mathew, J., gave judgment for the plaintiffs for the amount claimed, but stayed execution against the defendant Baker, who appealed.

Willis, Q.C., and *Bremner*, for the appellant.—The defence of Strong was that Wright was the person liable under the contract. But, if that was not so, the claim is really, though not in form, based on the special contract; yet Baker could not be liable under a contract entered into by Strong before the partnership. A person, by becoming a partner, does not ratify previous contracts, but merely authorizes future contracts to be made in the course of the partnership business. The express contract under which the work was done excludes the implied contract for the work done during the partnership. There is no evidence of a fresh contract, and the mere fact that a person is admitted to the benefit of a contract made by another will not make him liable: *Beale* v. *Mouls* (L. R. 10 Q. B. 977); *Newton* v. *Belcher* (L. R. 12 Q. B. 921). [They also referred to *Helsby* v. *Mears* (5 B. & C. 504].

McIntyre, Q.C., and *Nasmith*, for the respondents.—This case falls within *Dyke* v. *Brewer* (2 C. & K. 828).

BRETT, M.R.—The question is one of fact. It was taken at the trial that a solicitor and parliamentary agent are principals as between themselves, and the solicitor is the person who is liable to the parliamentary agent. The agent works for the solicitor's client in one sense, but he looks to the solicitor. Mr. Strong employed the plaintiffs to work in the usual way—viz., to perform successive steps in a proceeding which is like

a lawsuit. The contract was not like a contract for the purchase and sale of certain goods, or for the manufacture of a certain article, for a given price. It was not a contract that, if the plaintiffs should obtain the Bill, they should receive a lump sum; but it was a contract to do successive steps of work and labour at the ordinary and usual price for each different step. That is how a solicitor's bill is taxed, each item being taxed as for a separate act. There was also an additional term in favour of the defendants in the event of the Bill not being obtained. The moment Mr. Baker became a partner the business of the firm was carried on for the advantage of himself and his partner. Both partners would receive the profits of the business, and their charges to their clients would include the sums paid to the parliamentary agents. But in a solicitor's office both partners do not attend to every part of the business. As a general rule, a case is attended to by the partner into whose hands it gets; therefore, no doubt Mr. Strong would attend to the particular Bill. But, in so acting, he would be the agent of his partner, for in doing any particular act for the firm each partner is the agent of the other. It was not denied at the trial that the business of the firm was carried on in the ordinary way. The question, then, is as to whether the contract was like a contract for the purchase and sale of goods at a fixed price, or a contract, as in the case of *Dyke* v. *Brewer*, to this effect:—"If I supply you with goods from time to time when you want them, the price shall be 20s." I think it resembles the latter case, and that it was a contract that, whenever the plaintiffs should work for the defendant Strong, they should charge the usual price, but that, in given circumstances, they would only charge costs out of pocket." There was no dispute as to the law, and I am of opinion that the defendant Baker can only be liable for the items incurred after he became a partner.

COTTON, L.J.—I am of the same opinion. No doubt, if there is a contract made before a partnership is formed, the incoming partner is not liable from the mere fact that he becomes a partner. In the case where one person enters into a contract for the supply of a particular machine, and, at the time when it is supplied, another person is in partnership with him, the latter is not liable, although he gets the benefit of the contract. Mr. Baker became a member of a solicitor's firm which was acting with parliamentary agents on terms already agreed upon, and the acts of Strong, on behalf of the partnership, were his acts.

LINDLEY, L.J., was of the same opinion.

Appeal dismissed, and judgment varied.

Solicitors for the appellant, *Ashurst, Morris, Crisp, & Co.*

Solicitor for the respondent, *H. C. Barker*.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates were successful at the Intermediate Examination held on the 6th of November, 1884:—

Abbott, Ralph Abel
Abrahams, Arthur Edward
Adcock, Arthur Hugh
Adderley, James Granville, B.A.
Allen, Francis
Ancrum, Sydney Rutherford, B.A.
Anderson, Henry Holden
Andrews, Charles John Dormer
Appleby, Reginald Woodifield
Argles, Frederick John
Astley, Henry D'Oyley Wolvey
Atkinson, Charles Evans
Bainbridge, Robert William
Barnard, Lionel Henry
Barnes, Henry Ernest
Batchelor, Arthur George Stephens
Bate, James Carter
Battiscombe, John Benjamin Percy
Beal, James
Beaumont, Richard Henry
Bedford, Henry Esme Riland
Benbow, Oswald Thomas
Benbow, Richard Griffiths
Bertie, Frank Horace
Bickley, Benjamin Frances
Bird, Arthur Wilberforce
Black, James Henry
Blackett, William
Blackmore, Hugh Enes
Blake, Alfred James
Bliss, William Herbert Wray
Bolam, John Thomas Carr
Boldron, Thomas
Bollard, William
Booth, Charles Joseph White
Borrowman, Robert
Boucher, Franklin Coles
Bowser, Harry Morland
Boyce, Godfrey Hale
Boyle, Ernest Patrick Charles
Bradbury, John Henry (Bolton)
Bradbury, John Henry (Oldham)
Bramble, Edward
Brewer, Harris Beal
Brinkworth, George Elliott
Bristow, Harry
Brown, Henry
Brown, Henry Harold
Bullock, Sidney Lauriston
Burrows, Charles Edward
Byron, Christopher
Capes, George Albert
Capron, Frederick William, B.A.
Cattell, Charles
Chambers, Thomas Washington
Chance, Thomas Godwin
Chivers, Herbert William
Christie, Thomas Delamare, B.A.
Churcher, Walter
Churchman, Henry Eade
Clark, Henry Atwood
Clarkson, Guy Comerford
Cleveland, William Godfrey
Clode, Charles Henry
Clough, Thomas
Cobb, Thomas Hugh
Cole, John, B.A.
Coles, Frederic William
Cook, Edward Harvey
Cooper, Ernest Read
Corfe, Albert
Corlett, William Ernest
Corson, Lindsay
Coulson, Harry
Cotton, William
Crabb, Edward Alfred
Craik, Joseph Hanson
Crichton, John Paterson
Crocker, William
Cummings, John William
Dalton, James
Davies, Dixon Henry
Davies, John Humphreys
Davis, Edward Walter
Dawson, Albert Edward
Deighton, Thomas Howard
Denman, William
Denton, Charles Edward
Devas, Jocelyn Francis Charlton, B.A.
Dewhirst, William
Dowling, Edward, B.A.
Dumbleton, Arthur Norris
Dunn, Albert Edward
Drew, Albert Francis, LL.B.
Earley, Alfred
Eddowes, Charles Randolph Beaumont
Edell, John Frederick
Edmonds, George William
Elgood, Charles Alsager
Elmsall, Mansfeldt de Cardonnel
Elmslie, Wilmot Edward
Elwin, Arthur Brooke
Enthoven, Charles
Evans, Gomer Thomas
Evelyn, Edward Clement
Eyre, Douglas, B.A.
Falconar, John Arthur Keith
Farman, Harold Augustus
Farrer, Henry Lefevre
Fawcett, William
Fernyhough, Samuel
Filder, Edward de Cuadra
Foster, Theodore
Fowler, William Ernest
Fraser, William
French, William Morley
Fry, George Charles Lovell
Gardiner, George Charles
Gardner, Richard Amphlett, B.A.
Gates, Ferdinand Chasemore
Gerrish, Edward, B.A.
Gibbons, George Harry
Gibson, Arthur Cracroft
Glasier, George Mason Glasier
Gloag, Robert McCowan
Goodfellow, Benjamin
Goodford, Henry Frank, B.A.
Gordon, Frederick Harry Blake
Gordon, George Walter
Gore, Hugh Holmes
Greenbank, Henry Hewetson
Greenland, William Richard
Green-Price, George William Whitmore
Guscotte, Leonard John
Hacon, Harold Edward
Haddelsey, Charles Robert
Hall, Harry Garforth
Hall, Henry Tansley, B.A.
Hall, Robert Michael
Hamilton, Harvie Cavendish
Hancock, Robert Lowth
Harcourt, Clarence
Harries, Henry Frederick William, B.A.
Harris, Alexander Sutherland
Harris, John Darke
Hart, Thomas
Harvey, Leopold Charles
Haslam, Thomas Penman
Haworth, James
Haygarth, Matthew Henry
Heitzman, Charles Alfred
Hellyar, William John
Hemsley, Alfred Macartney, B.A.
Herbert, Thomas Richard Penderel
Herbertson, Robert Elliott
Herne, Edmund
Hetherington, George
Hillen, Alton William
Hills, John Robert
Hills, Robert Gordon French
Hine, John
Hodgson, Charles Courtenay, B.A.
Hole, Michael
Holloway, Richard
Holmes, Harry
Holt, Arnold William Whittell
Hovell, Robert de Berdt
Howell, Stephen Nayler
Hubberstey, John
Hulton, William Arthur
Hunt, Ernest James
Illingworth, Lawrence Bradley
Irons, Williams
Isaacs, Isadore
Ivatt, Alfred Edgar, B.A.
Jacobs, Lewis David Henriques
James, John Neville, B.A.
Janson, John Henry
Johnson, John
Johnston, Arthur Thomas
Jolly, Russell
Jones, Edward Leopold Robert
Jones, Frank Wolstencroft
Jones, Frederick Isaac
Keep, Ernest Edward, B.A.
Kent, James George
Knight, Edward Albert
Lambert, Walter, B.A.
Latham, John Algernon
Laycock, John Benjamin
Leaf, Frederick Walton, B.A.
Ledward, Edward Harris, B.A.
Lee, Francis Edward
Lee, Henry, B.A.
Lees, Alfred Edmund
Leggett, Percival Henry Aufrère
Levinsohn, Henry Raphael, B.A.
Linthorne, Richard Roope
Lloyd, William Morgan
Lockwood, Arthur Carden
Lord, Arthur Edward
Luxton, Arthur Philip
Macdonald, John William
Mann, Arthur Moore
Marriott, John Morpott
Marshall, Frederic
Marsland, Octavius
Martin, Arthur
Mason, Alfred Elliott
Mayo, Charles Richard
Medcalf, Daniel
Meggy, Reginald
Moeran, Edward Joseph, B.A.
Monckton, Charles Falkland
Money, Griffin Cant
Moorhouse, Christopher
Morgan, David Rixon, B.A.
Morris, Walter Edward
Morrison, Robert Macgregor
Motion, George Egerton
Nathan, Myer Samuel
Naylor, Percy
Neave, Frederick George
Nelson, John James
Newell, Matthew Banks
Newnham, Charles Edward
Newstead, Charles Vincent
Nicholson, Henry Tinklar, B.A.
Nursaw, Thomas
Nutting, Louis Walter Bligh
Oke, Alfred William, B.A.
Ormond, Edward Brooks
Padmoor, Frank Augustus
Paisley, Henry Nelson
Parrott, Francis Hayward
Paterson, William Hocken
Paterson, William Vautier, B.A.
Patterson, Ernest Alfred
Paull, Henry John
Payn, Arthur Stransom
Phillips, George Ingleton
Phillips, George Jason
Pierce, John Hamilton
Pilling, Albert Bamford
Poley, Ernest Edward
Ponsford, James Frederick William
Preston, Martin Inett, M.A.
Preston, William
Price, Thomas Protheroe
Procter, Arthur Howard
Procter, John Robert
Pughe, George Richard Gould
Rand, George Robert
Rawlings, George
Rawstorne, Henry Fielden, B.A.
Ray, John Lindley
Rayner, John Faucett
Rickerby, Thomas Ellerson
Ricketts, John Arthur Wyndham
Ringrose, Bernard John
Roberts, Joseph Batcheleur
Roberts, William Brereton Page
Robinson, Edward

Robinson, Frederick Winder
Robinson, John
Rockliff, George
Rowe, Stephen
Rudlock, Thomas David, B.A.
Ryland, Arthur Latham
Sansom, Percy Burnett
Senior, William, B.A.
Shackel, Frederick Charles
Shaw, Arthur Hugh
Shipman, William Trafford, B.A
Sixsmith, Richard Massey
Skidmore, Arthur Charles
Smith, Charles Barnby
Southey, Roby Haslam
Spencer, Augustus Thomas
Spencer, Frederic William
Spokes, William
Spurrell, Richard Edward
Squires, Henry Charles
Stabler, James William
Stanistreet, Arthur Frederick
Stanley, Edward Lionel
Stansfield, William Ashton
Stewart, Frank, B.A.
Stockdale, John Henry
Stonehouse, Samuel Emberton
Strong, Charles Herbert, B.A.
Strong, John
Stubbs, William Henry
Swann, Francis Ernest
Talbot, Ellis William
Taylor, Charles Gascoigne
Taylor, Samuel Robert
Terrell, George John Edmund de Beauvoir
Tetlow, William Atcherley
Thomas, Basil Lewis
Thompson, William
Tolhurst, Bernard Wilshire
Towle, Christopher Andrew
Tremellen, Edgar Herbert
Trimmer, Edward Douglas
Tucker, Robert Edward
Turner, John Herbert
Unsworth, Charles Henry
Varcoe, James
Vores, George Octavius
Voysey, Herbert Annesley
Wadeson, Richard Harman
Wakley, Thomas Finsbury
Walker, Godfrey Berry
Walker, William Wright
Walton, Christopher
Waraker, Reginald Robert Sadler, B.A.
Ward, Eric Richard
Ward, James George
Ware, Francis
Warry, Henry Cockram, B.A.
Waterhouse, Thomas Francis
Wells, Thomas Edward, B.A.
Westell, Frederick John Daniel
White, Arthur Cecil
Whitefield, Henry
Wilde, Reginald William
Wilkinson, William Thomas
Willey, William
Williams, Henry Alexander
Wilson, David
Wilson, Frank Heron
Wilson, Matthew Richard
Wilson, Thomas
Wright, Albert
Wrigley, Frank Thomas
Wyatt, Algernon Hugh
Yonge, Norman Albert Douglas

FINAL EXAMINATION.

The following candidates were successful at the final examination held on the 4th and 5th of December, 1884:—

Adler, Elkan Nathan, M.A.
Ainger, William Dawson
Ainslie, William Langstaff, B.A.
Anderson, Herbert Simpson Edward
Ashwell, Arthur Thomas
Barrow, Arthur
Beale, Arthur Geach, M.A.
Bennetts, John Messer
Benson, Harry
Bidlake, George
Bilbe, Arthur Collings
Billson, Charles James, M.A.
Bird, Frederick Ernest
Birdsall, Edgar James
Bonner, Charles Edward, B.A.
Boughton, Charles Edward Hammond
Bowen, Frederick Shorthouse
Bowen, John Cuthbert Grenside
Bradshaw, Howard
Brighten, Harry William Bicks
Brook, Walter Edmund
Brown, John Frederick
Budgen, Walter
Burgess, Gerald Philip Reid
Callaway, John
Campbell, Neil Edward, B.A.
Carpenter, Arthur
Carruthers, Archibald
Carslake, Lewin Bampfield
Charles, William Augustus
Chave, George Pearson Tanner
Chorley, Richard Fisher
Clegg, James Earnshaw
Cliff, Roland Benjamin
Compton, James
Cook, Sam
Cooper, Joseph
Corner, Arthur James
Crooke, John
Cross, Charles Bedford
Crossley, Samuel
Cubison, Arthur Edward
Cullwick, Thomas Cartwright
Cutler, Herbert Lygon
Cutts, George Wintringham
Davies, Evan Coleman
Devey, Joseph James
Dickinson, Barnard Ormiston, B.A.
Dingle, Edgar Smales
Duggan, Henry Paschall
Edwards, George Thomas
Elliott, Ernest Barter
Falcon, Gordon
Field, Mark
Fisher, Cecil Urquhart
Footman, Maurice Henry
Fort, Edward Monkhouse, B.A.
Foster, Charles Blackwell
Foster, Ronald Crossfield
Fox, William Russell
Fraser, Claud
Freeland, Francis George
Gates, John
Glossop, William
Goodman, George Henry, B.A.
Gould, Claude William Shepard
Goulty, William Howard, B.A.
Green, Edward Frederick
Griffith, Robert Arthur
Grundy, Richard Froane
Gyles, Charles Sidney George
Haddelsey, Samuel Fitzwilliam
Halcomb, Frederick Thomas
Hargreaves, John
Haslip, Joseph Montague, B.A.
Heaton, Charles
Hett, Henry Metcalfe
Hill, Arthur Norman
Hodginson, James
Hodgkinson, William
Holt, Charles
Hubbard, William Tarrant
Hunt, Samuel Leonard
Hutchings, Thomas William Bishop
Jefferies, Charles Walter
Jeffreys, David Thomas, B.A.
Jenkins, Henry Vernon Poole
Jenkins, Richard
Jones, Thomas Baker
Jubb, Herbert Samuel
Kekewich, Charles Granville, B.A.
Kemp, Mark Parnell
Kennett, Alfred Montague
Kent, Arthur Charles
Kent, John Stanley
Lamb, Arthur
Lambert, Daniel Henry
Lancaster, Turner
Layard, John Granville
Leach, John Walter Barton
Lefroy, Franklin George
Lewis, Frank
Lloyd, John Coombes
Lovell, William, M.A.
Lovibond, Louis
McCartan, John
Maclean, Harry Robert Alexander
Maddison, Frederic Brunning
Mainwaring, Charles Agnew
Marcus, Herman William
Marsh, Alexander Selfe
Mathews, William Weville
Maunder, Edward Guy
Maynard, Edmund Gregory
Meager, David Villiers
Millar, William Robert
Miller, John Duncan
Milnes, John Taylor
Mitchell, John Hanson
Moir, Macrae
Munro, Charles Conaughton
Myers, William Lofthouse
Newlands, Robert Welsh Cockburn
Newman, Edwin Henry Armstrong
Nield, Charles Edwin
Nisbet, Edward Gibson
Norledge, William Henry
Norman, James Earl, B.A.
Oddy, Herbert Frederick
Osbaldeston, Frank
Parker, Edmund Shirley
Parker, George Phillips
Parker, Robert John Crompton
Parker, William Herbert
Parsons, James Ambrose, B.A.
Peacock, Septimus
Perkin, William Hilton
Phillips, Henry Western Page
Phillips, John
Proud, Robert Dunn
Pybus, George William
Raymond-Barker, Cecil Stuart
Read, William John
Richardson, John
Rickards, Samuel Wortley
Roberts, Harry
Roberts, Robert Owen
Roberts, William Anwyl
Robins, Edgar Gilbert
Robinson, Richard Sutton
Rosling, Henry
Ross, Henry James Gordon
Rothwell, Samuel Hoyle
Ryall, Frederick
Sansom, Samuel George Claydon
Scale, George
Scorer, Albert Edward
Seddon, Thomas
Sefton, John
Shirley, Walter Rayner, B.A.
Shortt, Walter Charles James
Smelt, Maurice William Casterton
Smith, Harry Josiah
Smith, Herbert Russell
Smith, Thomas
Smith, William Joseph
Smith, William Pickering, B.A.
Soper, John James Arnsby
Sproston, Thomas Broadhurst
Stephenson, John Ernest, B.A.
Stephenson, Matthew
Stigant, Frederick Adam
Stiles, William Jalland
Sutherland, James Mead
Sutcliffe, Henry Daniel
Taylor, Arthur Fraser
Taylor, Herbert Behan
Taylor, James Fayer
Taylor, Robert Marchant
Thompson, Jonathan Cordukes
Tibbits, Arthur
Tibbits, John
Tompkins, Francis Blagden
Toomer, Herbert, M.A.
Trotter, Alexander Clifford
Tunnicliffe, John England
Turnbull, Alexander Mart
Turnbull, William George
Underhill, William Hamilton, B.A.
Vallance, John Daniel
Walker, Septimus Augustus
Walsh, Percival
Ward, Septimus Gladstone
Whytehead, William Wastell, M.A., B.Sc. (Paris)
Watkins, William
Watts, Walter
Weaver, Charles Henry
Webb, Lewis Edwards
White, Ernest
Wild, Arthur Francis Verulam
Wilkinson, Thomas Lewis
Wilson, George James
Wilson, Thomas Russell
Wray, George Aaron
Wrensted, Thomas Henry

LEGAL APPOINTMENTS.

Mr. JAMES PRICE, solicitor, of Haverfordwest, has been appointed Under-Sheriff of the town and county of the town of Haverfordwest for the ensuing year. Mr. Price is registrar of the Haverfordwest County Court. He was admitted a solicitor in 1865.

Mr. WILLIAM THOMPSON, solicitor, of York, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Thompson was admitted a solicitor in 1858.

Mr. WILLIAM FREDERICK TAYLOR, solicitor, of Macclesfield, has been appointed Deputy Town Clerk of that borough. Mr. Taylor was admitted a solicitor in 1882. His partner, Mr. Joseph Barclay, is town clerk of Macclesfield.

Mr. MARTIN EDWARDS, solicitor, of Pontypool, has been appointed Clerk to the Magistrates for the Pontypool and Caerleon Divisions of Monmouthshire, in succession to his father, the late Mr. Edmund Butler Edwards. Mr. M. Edwards was admitted a solicitor in 1872. He is registrar of the Pontypool County Court.

Mr. CHARLES REGINALD GERVEYS GRYLLS, solicitor (of the firm of Cowlard, Cowlard, & Grylls), of Launceston, has been appointed Clerk to the Trustees of the St. Stephen's Church Lands Charity, on the resignation of his senior partner, Mr. John Lethbridge Cowlard.

Mr. FRANCIS WILLIAM EVERITT, Q.C., has been elected a Bencher of Lincoln's-inn.

Mr. JOHN GEORGE WILLIAMS, solicitor, of Lincoln, has been appointed Under Sheriff of that city for the ensuing year. Mr. Williams was admitted a solicitor in 1861.

Mr. HENRY EDWARD HERMAN, of 92, Bartholomew-close, has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature.

Mr. JOHN MORGAN HOWARD, Q.C., has been elected a Member of the Council of Legal Education.

Mr. ROBERT BANNATYNE FINLAY, Q.C., has been elected a Bencher of the Middle Temple.

Mr. William Housman Higgin, Q.C., has been elected Treasurer of the Middle Temple for the ensuing year.

Mr. Reginald Hawksworth Barker, solicitor, of Hull, has been appointed Under-sheriff of the Town and County of Kingston-upon-Hull for the ensuing year. Mr. Barker was admitted a solicitor in 1869.

Mr. Samuel Philpot Brookes, solicitor, of Tewkesbury, has been appointed a Magistrate for that borough. He was admitted a solicitor in 1851, and he was till recently town clerk of Tewkesbury, and clerk to the borough magistrates.

Mr. Arthur Richard Jelf, Q.C., and Mr. John Thomas Crossley, Q.C., have been elected Benchers of the Inner Temple.

Mr. Frederick De Courcy Hamilton, solicitor, of Cardiff, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. John Haviland, solicitor (of the firm of Jeffery & Haviland), of Northampton, has been appointed Clerk to the Hardingstone Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Haviland was admitted a solicitor in 1880. His partner, Mr. John Jeffery, is town clerk of Northampton.

Mr. Henry Hampden Sheard, solicitor, of 3, Union-street, Old Broad-street, London, and Isleworth, Middlesex, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

OBITUARY.

THE RIGHT HON. MOUNTIFORD LONGFIELD, LL.D., Q.C.

The Right Hon. Mountiford Longfield, LL.D., Q.C., many years a commissioner of incumbered estates in Ireland, died at 47, Fitzwilliam-square, Dublin, on the 21st inst., at the age of eighty-two. The deceased was the son of the Rev. Mountiford Longfield, vicar of Desert Magee, Cork, and was born in 1802. He was educated at Trinity College, Dublin, where he obtained a fellowship, and he proceeded to the degree of LL.D. He was called to the bar in Ireland in 1828, and in 1834 he was elected Professor of Feudal and English Law in the University of Dublin, and he held that office until his death, though the duties had been for many years discharged by deputy. Mr. Longfield became a Queen's Counsel in 1842, and a bencher of the King's-inn in 1859. After the passing of the Incumbered Estates Act he was appointed a commissioner of incumbered estates in Ireland, jointly with Mr. Hargrave and the late Baron Richards, and he held that office until the constitution of the Landed Estates Court. Dr. Longfield was an active supporter of the Liberal party, and he was consulted by Mr. Gladstone's two Governments in the framing of all their important Irish measures. In 1867 he was sworn in as a member of the Privy Council in Ireland. He was a commissioner of Irish national education, and assessor in the general synod of the Irish Church, and he had been a generous supporter of the Irish Church Sustentation Fund.

MR. ARTHUR THOMAS.

Mr. Arthur Thomas, solicitor (of the firm of Rodgers & Thomas), of Sheffield, died on the 25th inst., from inflammation of the lungs and bronchitis, after a very short illness. Mr. Thomas was the son of Mr. Henry Thomas, of Leavygreave, his mother having been a daughter of Mr. Thomas Rodgers, of Sheffield. He was born in 1839, and was educated at the Sheffield Collegiate School. He was admitted a solicitor in 1860, and shortly afterwards went into partnership with his uncles, Messrs. Thomas William Rodgers & Henry Rodgers, with whom he had served his articles; but for the last few years he had practised alone. Mr. Thomas was a perpetual commissioner for Derbyshire and the West Riding of Yorkshire, and he had a large private business, being solicitor to many of the leading business firms in Sheffield. A few years ago he succeeded, on the resignation of his uncle, the late Mr. James Rodgers, to the office of clerk of indictments for the West Riding of Yorkshire, and he was also clerk to the visiting justices of the lunatic asylum at Wadsley. Mr. Thomas was a leading member of the Conservative party at Sheffield. He was an active member of the Church of England Temperance Society, and was treasurer of the local branch of the Church Pastoral Aid Society. He had also been a frequent teacher in the ragged schools, and had taken part in many mission services. He was a licensed lay reader, and churchwarden of St. Mark's parish, and he was on the committee of many charitable and religious societies. Mr. Thomas was married in 1864 to the daughter of Mr. James Culshaw, of Ormskirk, but he leaves no family.

MR. DAVID THOMAS WILLIS.

Mr. David Thomas Willis, solicitor (of the firm of Willis & Willis), of Winslow, died at that place on the 14th inst., at the age of seventy-nine. The deceased, who was one of the oldest solicitors in Buckinghamshire, was born in 1805. He was admitted a solicitor in 1826, and he had practised for more than half a century at Winslow. Mr. Willis was a perpetual commissioner for Buckinghamshire, and he had an extensive private practice. He also held several important appointments. He was clerk to the county magistrates at Winslow, and clerk to the Winslow Board of Guardians, assessment committee, school attendance committee, and rural sanitary authority. He was also superintendent registrar for the district, and deputy-steward of the manor of Winslow. Mr. Willis was associated in partnership with his son, Mr. Thomas Price Willis, who was admitted a solicitor in 1862, and is assistant clerk to the Winslow Board of Guardians and deputy-superintendent registrar.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

Nov. 24.—*Bill read a Second Time.*

Infants (referred to Select Committee).

Nov. 25.—*Bill read a Second Time.*

Income Tax (also passed through Committee and read a Third Time).

Bills read a Third Time.

Justices' Jurisdiction.

Law of Evidence Amendment.

HOUSE OF COMMONS.

Nov. 21.—*Bill read a Second Time.*

Income Tax.

Nov. 23.—*Bill in Committee.*

Income Tax.

Nov. 24.—*Bill read a Second Time.*

Consolidated Fund (No. 1).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Dec.	1	Mr. Pemberton	Mr. Jackson	Mr. Teesdale
Tuesday	2	Ward	Carrington	Farrer
Wednesday	3	Pemberton	Jackson	Teesdale
Thursday	4	Ward	Carrington	Farrer
Friday	5	Pemberton	Jackson	Teesdale
Saturday	6	Ward	Carrington	Farrer
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Dec.	1	Mr. Koe	Mr. Pugh	Mr. King
Tuesday	2	Clowes	Lavie	Merivale
Wednesday	3	Koe	Pugh	King
Thursday	4	Clowes	Lavie	Merivale
Friday	5	Koe	Pugh	King
Saturday	6	Clowes	Lavie	Merivale

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Gulcher Electric Light and Power Company, Limited.—Petition for winding up, presented Nov 19, directed to be heard before Chitty, J., on Nov 29. Hacon and Turner, Leadenhall st, solicitors for the petitioner

People's Industrial Fire Insurance Company, Limited.—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts and claims, to Herbert Arthur Lascelles, 43, Cannon st, Friday, Jan 9, at 11, is appointed for hearing and adjudicating upon the debts and claims

River Thames Vehicle, Goods, and Passenger Navigation Company, Limited.—Pearson, J., has fixed Tuesday, Dec 2, at 12, at his chambers, for the appointment of an official liquidator

West End Dairy Farm Company, Limited.—Kay, J., has, by an order dated July 24, appointed Josiah Samuel Parker, 2, Adelaide bldgs, London Bridge, to be official liquidator

[*Gazette*, Nov 21.]

Australian Wine Company, Limited.—Petition for winding up, presented Nov 22, directed to be heard before Kay, J., on Dec 5. Cobbold and Woolley, Chancery lane, solicitors for the petitioner

Faure Electric Accumulator Company, Limited.—The Vacation Judge has, by an order dated Oct 9, appointed Francis Cooper, 14, George st, Mansion House, and Herbert Canning, 71, Queen st, sole liquidators

Gold Mining Association of Canada, Limited.—Pearson, J., has, by an order dated Oct 14, appointed Mr Charles James Singleton, 8, Staple inn, to be official liquidator. Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Jan 29, at 1, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Nov. 25.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

Steamship Adelaide Schull Company, Limited.—The Vice-Chancellor has fixed Dec 1 at 12 at the office of the Registrar, 9, Cook st, Liverpool, for the appointment of an official liquidator

[*Gazette*, Nov. 21.]

Stockport Fruit Preserving Company, Limited.—By an order made by Vice-Chancellor Fox Bristowe, dated Nov 17, it was ordered that the voluntary winding up of the company be continued. Addleshaw and Warburton, Manchester, solicitors for the petitioners

[*Gazette*, Nov. 25.]

FRIENDLY SOCIETIES DISSOLVED.

Charles Butler Clough Lodge of the Order of Druids, Hare and Hounds Inn, Connah's Quay, Flint. Nov 20

[*Gazette*, Nov. 25.]

Value of Ground-rents.—A ground-rent of £450 per annum, with reversion to the rack-rent in fifty years, secured upon premises, Nos. 96 and 100, Aldersgate-street, was sold at the Mart last Tuesday by Messrs. Debenham, Tewson, Farmer, & Bridgewater for £16,200.

SALE OF ENSUING WEEK.

Dec. 2.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold Properties (see advertisement, Nov. 8, p. 18).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Black.—November 22, at West Kensington-park, W., the wife of C. A. H. Black, of the Inner Temple, barrister-at-law, of a son.

Reader Harris.—November 24, at Chester Lodge, Clapham-common, S.W., the wife of R. Reader Harris, barrister-at-law, of a son.

Melville.—November 23, at 8, Argyll-road, Kensington, the wife of Robert Melville, of Lincoln's-inn, barrister-at-law, of a daughter.

Purvis.—September 23, at Tauranga, New Zealand, the wife of Frederick A. Purvis, solicitor, of a son.

MARRIAGE.

Colt-Williams—Vernon.—November 25, at Kensington, David Archer Vaughan Colt-Williams, barrister-at-law, of the Middle Temple, to Laura Louisa Lilia, only child of the Rev. Henry John Vernon, late vicar of Eckington, Worcestershire.

DEATH.

Skynner.—November 22, at 6, Neville-terrace, Onslow-gardens, Brompton, Henry Skynner, of 32, Fleet-street, solicitor, aged 68.

It is stated that Mr. Baron Pollock will be in attendance at Judges' Chambers during the remainder of the present sittings, in place of Mr. Justice Field.

The *Times* says: At the end of last term a number of applications—numbering, we believe, nearly twenty—were made to the Lord Chancellor for "silk," and in legal circles it was expected that, before the end of the present term, a new batch of Queen's Counsel would be made. The Lord Chancellor, however, has intimated that it is not his immediate intention to create any more Queen's Counsel. Candidates for the inner bar will probably have to wait till Easter.

LONDON GAZETTES.

Under the Bankruptcy Act, 1869.

BANKRUPTCIES ANNULLED.

TUESDAY, Nov. 25, 1884.

Childs, Charles James, Park lane, Tottenham, Builder. Nov 14

THE BANKRUPTCY ACT, 1883.

FRIDAY, Nov. 21, 1884.

RECEIVING ORDERS.

Ainsley, Andrew, Leeds, Builder. Leeds. Pet Nov 17. Ord Nov 17. Exam Nov 25 at 11

Bainton, Matthew William, Kingston upon Hull, Joiner. Kingston upon Hull. Pet Nov 4. Ord Nov 18. Exam Dec 15 at 11 at Court house, Townhall, Hull

Bathurst, Bartholomew, North Shields, Grocer. Newcastle on Tyne. Pet Nov 15. Ord Nov 17. Exam Nov 27 at 11

Bevan, David, Gwauncaegwrwen, nr Brynamman, Carmarthenshire, Grocer. Neath. Pet Nov 19. Ord Nov 19. Exam Dec 9 at 10.30 at Townhall, Neath

Bentley, Thomas Hyett, Brighton, Licensed Victualler. Brighton. Pet Nov 19. Ord Nov 19. Exam Dec 11 at 12

Brammall, Joe, Holmfirth, nr Huddersfield, Blacksmith. Huddersfield. Pet Nov 18. Ord Nov 18. Exam Dec 5 at 10

Carey, Edward, Brixton rd, Engineer. High Court. Pet Nov 18. Ord Nov 18. Exam Dec 17 at 11 at 34, Lincoln's inn fields

Chantrell, Frederick Stuart, Gt Crosby, Lancashire, Building Material Merchant. Liverpool. Pet Nov 18. Ord Nov 18. Exam Nov 27 at 12.

Clements, John, Parton, nr Whitehaven, Cumberland, Boiler Smith. Whitehaven. Pet Oct 21. Ord Nov 18. Exam Dec 8 at 12

Cohen, Henry, Devonshire villas, Kilburn. High Court. Pet Sept 23. Ord Nov 18. Exam Dec 17 at 11 at 34, Lincoln's inn fields

Cohen, Levy, Leman st, Whitechapel, Furrier. High Court. Pet Nov 17. Ord Nov 17. Exam Jan 14 at 11 at 34, Lincoln's inn fields

Cook, William, jun, Middlesborough, Tobacconist. Stockton on Tees and Middlesborough. Pet Nov 17. Ord Nov 17. Exam Dec 2

Crabtree, Thomas, Todmorden, Lancashire, Hat and Cap Dealer. Burnley. Pet Oct 30. Ord Nov 17. Exam Nov 27 at 11

Davies, Joshua, Ebbw Vale, Monmouthshire, Provision Merchant. Tredegar. Pet Nov 18. Ord Nov 19. Exam Dec 11 at 10.30

Davies, Robert, Seacombe, Cheshire, Watch Maker. Liverpool. Pet Nov 15. Ord Nov 17. Exam Nov 27 at 12

Fuller, James, Burgess Hill, Sussex, Licensed Victualler. Brighton. Pet Nov 19. Ord Nov 19. Exam Dec 11 at 12

Heynes, Henry, Wednesbury, Staffordshire, Grocer. Walsall. Pet Nov 18. Ord Nov 18. Exam Dec 4 at 12

Holmes, George, Huddersfield, Chemist. Huddersfield. Pet Nov 17. Ord Nov 17. Exam Dec 5 at 10

Hughes, Charles R., St Asaph, Denbighshire, Printer. Bangor. Pet Nov 4. Ord Nov 19. Exam Dec 8 at 12.30

Jones, Edward, Kentish Town rd, Grocer. High Court. Pet Nov 19. Ord Nov 19. Exam Jan 16 at 11 at 34, Lincoln's inn fields

Jones, John, Basinghall st, out of business. High Court. Pet Nov 18. Ord Nov 18. Exam Dec 19 at 11 at 34, Lincoln's inn fields

Lazenby, Frederick Metcalfe, Bradford, Hosier. Bradford. Pet Nov 14. Ord Nov 17. Exam Dec 5 at 12

Mainforth, Robert, Stainton Dale, Yorkshire, Farmer. Scarborough. Pet Nov 17. Ord Nov 17. Exam Dec 9 at 12

Margerrison, Francis, Sheffield, Slater. Sheffield. Pet Nov 19. Ord Nov 19. Exam Dec 18 at 11.30

Mather, Thomas, Weston Point, nr Runcorn, Cheshire, Bricklayer. Warrington. Pet Nov 18. Ord Nov 18. Exam Dec 4 at 12

Mayer, Otto Johann Von Nepomuk, and Charles Gregory, Shoe lane, Colour Printers. High Court. Pet Nov 19. Ord Nov 19. Exam Jan 15 at 11 at 34, Lincoln's inn fields

McClymont, Hugh, Lower Broughton, Salford, Lancashire, Travelling Draper. Salford. Pet Nov 7. Ord Nov 19. Exam Dec 3 at 11

Merchant, Joseph, jun., Chippenham, Wiltshire, Greengrocer. Bath. Pet Nov 15. Ord Nov 17. Exam Dec 4 at 11

Quincey, William, Beeston, Nottinghamshire, Joiner. Nottingham. Pet Nov 19. Ord Nov 19. Exam Dec 9

Smith, George Richards, South st, Islington, Beer Retailer. High Court. Pet Nov 17. Ord Nov 17. Exam Jan 13 at 11 at 34, Lincoln's inn fields

Thomas, Daniel, Colwinstone, nr Cowbridge, Glamorganshire, Farmer. Cardiff. Pet Nov 17. Ord Nov 17. Exam Dec 12 at 2

Thomas, Whinzer, Colwinstone, nr Bridgend, Glamorganshire, Farmer. Cardiff. Pet Nov 17. Ord Nov 18. Exam Dec 12 at 2

Von Vorslen, Emma Ann, Lonsight, nr Manchester, Grocer. Manchester. Pet Nov 18. Ord Nov 18. Exam Dec 2 at 12.30

Ward, Joseph, Wigan, Lancashire, Grocer. Wigan. Pet Nov 18. Ord Nov 18. Exam Dec 2 at 12.30

Warman, John, Ovington, Norfolk, Farmer. Norwich. Pet Nov 13. Ord Nov 14. Exam Dec 17 at the Shirehall, Norwich Castle

Welch, William Henry Page, Whitechapel rd, Lead Merchant. High Court. Pet Nov 17. Ord Nov 17. Exam Jan 13 at 11 at 34, Lincoln's inn fields

Wheatcroft, George, Gosport, Hampshire, Bootseller. Portsmouth. Pet Sept 7. Ord Nov 17. Exam Dec 8

Woollams, Harry, Gt Missenden, Buckinghamshire, Builder. Aylesbury. Pet Nov 8. Ord Nov 18. Exam Dec 3 at 12 at County Hall, Aylesbury

The following Amended Notice is substituted for that published in the London Gazette of Nov. 14.

Kissane, Jeremiah, Manchester, Butter Merchant. Manchester. Pet Oct 28. Ord Nov 10. Exam Nov 27

The following amended notice is substituted for that published in the London Gazette of Nov. 18.

Smith, Walter Samuel Brooks, West Bromwich, Grocer. Oldbury. Pet Nov 14. Ord Nov 14. Exam Dec 5

FIRST MEETINGS.

Ainsley, Andrew, Woodhouse, Leeds, Builder. Dec 1 at 3. Official Receiver, 22, Park row, Leeds

Bainton, Matthew William, Kingston upon Hull, Joiner. Dec 2 at 11. Incorporated Law Society, Bowlalley lane, Hull

Baldwin, Charles Large, Cirencester, Bootmaker. Nov 28 at 11.30. Official Receiver, 32, High st, Swindon

Barton, John, and Robert Barton, Thorner, nr Leeds, Corn Millers. Dec 1 at 11. Official Receiver, 22, Park row, Leeds

Bathurst, Bartholomew, North Shields, Grocer. Nov 29 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne

Bebington, Samuel, Windsor, Licensed Victualler. Nov 29 at 11.30. Herbert and Son, 62, Peascod st, Windsor

Brammall, Joe, Holmfirth, Yorkshire, Blacksmith. Dec 2 at 3. Official Receiver, New st, Huddersfield

Cave, Matthew, Birkenhead, Corn Dealer. Nov 28 at 2. Official Receiver, 48, Hamilton sq, Birkenhead

Cook, William, jun, Middlesborough, Tobacconist. Nov 28 at 11.30. Official Receiver, 8, Albert rd, Middlesborough

Cornelius, George, Formosa st, Maida vale, Bootmaker. Nov 28 at 12. 33, Carey st, Lincoln's inn

Courteen, Henry, Grantham, Lincolnshire, Clerk. Nov 29 at 12. Official Receiver, Exchange walk, Nottingham

Crabtree, Thomas, Todmorden, Lancashire, Hat and Cap Dealer. Dec 1 at 3.15. Queen's Hotel, Todmorden

Dancer, Hannah, Choriton-upon-Medlock, Manchester, Licensed Victualler. Dec 2 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Dancer, Josiah William, Choriton-on-Medlock, Manchester, Licensed Victualler. Dec 2 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Fenwick, John Mowbray, Manchester, Wine Merchant. Dec 4 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Good, Henry Ralph, and Edward Good, Cannon st, Wine Merchants. Nov 28 at 1. 33, Carey st, Lincoln's inn

Harrison, Anthony Matthew, Old Kent rd, Cheesemonger. Dec 2 at 12. 33, Carey st, Lincoln's inn

Heynes, Henry, Wednesbury, Staffordshire, Grocer. Dec 2 at 11.30. Official Receiver, Bridge st, Walsall

Holmes, George, Huddersfield, Chemist. Dec 1 at 11. Official Receiver, New st, Huddersfield

Hughes, Joseph Gill, Tranmere, Cheshire, Grocer. Dec 3 at 3. Official Receiver, 48, Hamilton sq, Birkenhead

Hughes, Mark Thomas Hubie, Middlesborough, Schoolmaster. Nov 28 at 11 Official Receiver, 8, Albert rd, Middlesborough

Johnson, Alfred William, St Martin's lane, Charing cross, Printer. Dec 1 at 2. 33, Carey st, Lincoln's inn

Kuch, Henry, Brook st, Ratcliff, Baker. Nov 28 at 2. 33, Carey st, Lincoln's inn

Lait, Richard, Cirencester, Baker. Nov 28 at 2. Official Receiver, 32, High st, Swindon

Large, Frederick Chatfield, Broadstairs, Kent, Gent. Nov 28 at 10. 32, St George's st, Canterbury

Lazenby, Frederick Metcalfe, Bradford, Hosier. Nov 28 at 10.30. Official Receiver, Ivegate chbrs, Bradford

Loosemore, John Wellington, Falcon's rd, Battersea, Solicitor's Clerk. Nov 28 at 12. Official Receiver, 109, Victoria st, Westminster

Mainforth, Robert, Stainton Dale, Yorkshire, Farmer. Dec 1 at 12. Official Receiver, 74, Newborough st, Scarborough

Marsden, Edwin, Nottingham, out of business. Nov 29 at 2. Official Receiver, Exchange walk, Nottingham

Mather, Thomas, Weston Point, Cheshire, Bricklayer. Dec 4 at 11. Official Receiver, 2, Cairo st, Warrington

Mathias, Stewart William, Liscard, Cheshire, Chandler. Dec 3 at 2. Official Receiver, 48, Hamilton sq, Birkenhead

Merchant, Joseph, jun. Chippenham, Wiltshire, Greengrocer. Dec 1 at 12.30. Official Receiver, Bank chbrs, Bristol

Olver, Frederick, Plymouth, Draper. Nov 28 at 3. Official Receiver, 18, Frankfort st, Plymouth

Radforth, Arthur John, and John Rodgers Harvey, Sheffield, Pawnbrokers. Dec 2 at 3. Official Receiver, Figtree lane, Sheffield

Reed, George, Nottingham, Lace Manufacturer. Nov 28 at 2. Official Receiver, Exchange walk, Nottingham

Smith, Walter Samuel Brookes, West Bromwich, Grocer, Dec 5 at 10. Court House, Oldbury

Snowball, Thomas, Sunderland, Earthenware Manufacturer. Nov 28 at 12. Law Society's chbrs, 32, John st, Sunderland

Summers, William, Hackney rd, Tanner. Dec 2 at 3. 33, Carey st, Lincoln's inn

Wade, George, Acton st, Gray's inn rd, Cab Builder. Dec 1 at 12. 33, Carrey st, Lincoln's inn

Walker, John, Longton, Staffordshire, Terra Cotta Manufacturer. Nov 29 at 10.30. Official Receiver, Nelson pl, Newcastle under Lyme

Ward, Joseph, Wigan, Lancashire, Grocer. Dec 2 at 11. County Court bldgs, Wigan

Warman, John, Ovington, Norfolk, Farmer. Nov 29 at 12.30. Official Receiver, Queet st, Norwich

Woolliscroft, George, jun, Upper Thames st, Tile Merchant. Nov 28 at 11. 33, Carey st, Lincoln's inn

The following amended notices are substituted for those published in the London Gazette of Nov 14, 1884.

Hind, John, Nortingham, Joiner. Nov 28 at 12. Official Receiver, Exchange Walk, Nottingham

Bedingfield, Sidney Soames, Newtown, Southampton, Tobacconist. Dec 1 at 2. 33, Carey st, Lincoln's inn

ADJUDICATIONS.

Ainsley, Andrew, Leeds, Builder. Leeds. Pet Nov 17. Ord Nov 17

Baldwin, Charles Large, Cirencester, Bootmaker. Swindon. Pet Nov 10, Ord Nov 18

Bathurst, Bartholomew, North Shields, Grocer. Newcastle on Tyne. Pet Nov 15. Ord Nov 17

Carruthers, John, Watchett, Somersetshire, Travelling Draper. Taunton. Pet Oct 20. Ord Nov 1

Cawdle, Henry, Torquay, Watchmaker. Exeter. Pet Nov 3. Ord Nov 18

Chamberlain, George, Ilfracombe, Hotel Keeper. Barnstaple. Pet Oct 23. Ord Nov 15

Chappell, Thomas Dare, Axmouth, Devonshire, Yeoman. Exeter. Pet Oct 21. Ord Nov 17

Collis, Thomas, Colwall, Herefordshire, Beerhouse Keeper. Worcester. Pet Nov 3. Ord Nov 17

Cook, William, jun, Middlesborough, Tobacconist. Stockton on Tees and Middlesborough. Pet Nov 17. Ord Nov 17

Crafts, Sarah Ann, and Robert Dixon Raw, Apperley Bridge, Yorkshire, Market Gardeners. Bradford. Pet Nov 12. Ord Nov 18

Drew, John, Cannock, Staffordshire, Farmer. Walsall. Pet Nov 14. Ord Nov 17

Fenwick, John Mowbray, Manchester, Wine Merchant. Manchester. Pet Oct 1. Ord Nov 13

Fowler, Thomas William, New Thorton Heath, Surrey, Builder. Croydon. Pet June 12. Ord Nov 14

Griffiths, Jabez, Wednesfield, nr Wolverhampton, Iron Dealer. Wolverhampton. Pet Nov 4. Ord Nov 18

Heynes, Henry, Wednesbury, Staffordshire, Grocer. Walsall. Pet Nov 18. Ord Nov 19

Hughes, Joseph Gill, Tranmere, Cheshire, Grocer. Birkenhead. Pet Nov 13. Ord Nov 17

James, Charles Edward, Ball's-pond rd, Islington, Wine Merchant. High Court. Pet Oct 23. Ord Nov 17

Jenkins, Nicholas, Barnstaple, Devon, Travelling Draper. Barnstaple. Pet Oct 10. Ord Nov 5

Lait, Richard, Cirencester, Baker. Swindon. Pet Nov 8. Ord Nov 18

Marsden, Edwin, Nottingham, out of business. Nottingham. Pet Nov 15. Ord Nov 19

Mather, Thomas, Weston Point, near Runcorn, Cheshire, Bricklayer. Warrington. Pet Nov 18. Ord Nov 18

Melmore, John, and George Cartmer, Maryport, Ship Owners. Cockermouth and Workington. Pet Nov 10. Ord Nov 11

Merchant, Joseph, jun, Chippenham, Wiltshire, Greengrocer. Bath. Pet Nov 15. Ord Nov 17

Mole, John Drake, St Thomas the Apostle, Devonshire, Grocer. Exeter. Pet Nov 3. Ord Nov 17

Morris, John, Lombard st, Stockbroker. High Court. Pet Aug 27. Ord Nov 12

Mulholland, Charles John, Nottingham, Lace Dresser. Nottingham. Pet Oct 9. Ord Nov 18

Neal, Charles Benjamin, Coventry, Carpenter. Coventry. Pet Nov 3. Ord Nov 18

Ritson, William Alexander, Alvecote Priory, near Tamworth, Colliery Proprietor. Birmingham. Pet Nov 3. Ord Nov 19

Sanders, John, Wetherby, Yorkshire, Farmer. York. Pet Nov 4. Ord Nov 18

Sanderson, Joseph, and Arthur Sanderson, Nottingham, Tripe Dressers. Nottingham. Pet Nov 1. Ord Nov 18

Thompson, John Copley, Penrith, Cumberland, Wine Merchant. Carlisle. Pet Oct 25. Ord Nov 17

Vanderlyn, Barnet Joseph, Coventry, out of business. Coventry. Pet Oct 17. Ord Nov 18

Von Vorslen, Emma Ann, Longsight, near Manchester, Grocer. Manchester. Pet Nov 18. Ord Nov 18

Walker, John, Longton, Staffordshire, Terra Cotta Manufacturer. Stoke upon Trent and Longton. Pet Nov 15. Ord Nov 17

Ward, Joseph, Wigan, Lancashire, Grocer. Wigan. Pet Nov 18. Ord Nov 18

Weaver, Alfred, Betterton st, Long Acre, Florists' Commission Agent. High Court. Pet Sept 23. Ord Nov 17

Welch, William Henry Page, Whitechapel rd, Lead Merchant. High Court. Pet Nov 17. Ord Nov 17

Whiley, Henry, Manchester, Sanitary Inspector. Salford. Pet Oct 17. Ord Nov 17

Wise, Horatio Joseph James, Merton, Surrey. Croydon. Pet June 17. Ord Nov 14

TUESDAY, Nov 25, 1884.

RECEIVING ORDERS.

Airey, John Ferguson, Kirkby Lonsdale, Westmoreland, Monumental Mason. Kendal. Pet Nov 14. Ord Nov 22. Exam Dec 13

Armstrong, Joseph, Manchester, Milliner. Manchester. Pet Nov 21. Ord Nov 21. Exam Dec 11 at 12.30

Armstrong, Mary, and Sam Benjamin Armstrong, Westgate, Otley, Yorkshire, Painters. Leeds. Pet Nov 20. Ord Nov 20. Exam Dec 9 at 11

Bailey, Alfred Augustus, Northfleet, Kent, Grocer. Rochester. Pet Nov 20. Ord Nov 21. Exam Dec 8 at 2

Beaumont, Thomas, Holbeck, nr Leeds, Assistant Brewer. Leeds. Pet Nov 20. Ord Nov 20. Exam Dec 9 at 11

Blick, Sarah Jane, Clevedon, Somersetshire, Lodging House Keeper. Bristol. Pet Nov 22. Ord Nov 22. Exam Dec 11 at 12

Bostock, William Wolloton, Narborough, Leicestershire, Yarn Agent's Manager. Leicester. Pet Nov 15. Ord Nov 20. Exam Dec 3 at 10

Bowell, Martin, Staplefield, Cuckfield, Sussex, Builder. Brighton. Pet Nov 21. Ord Nov 21. Exam Dec 11 at 12

Brough, Charles, Hanley, Staffordshire, Tobacconist. Hanley, Burslem, and Tunstall. Pet Nov 22. Ord Nov 22. Exam Dec 19 at 11 at Townhall, Hanley

Clubbs, Archibald, Castletown, Rockliffe, Cumberland, Farmer. Carlisle. Pet Nov 22. Ord Nov 22. Exam Dec 5 at 11 at Court house, Carlisle

Cranshaw, Eli, Southport, Grocer. Liverpool. Pet Nov 20. Ord Nov 20. Exam Dec 1 at 12

Coney' Stephen, Rottingdean, Sussex, Builder. Brighton. Pet Nov 20. Ord Nov 21. Exam Dec 11 at 12

Crisford, William, Wickhambreaux, Kent, Bricklayer. Canterbury. Pet Nov 20. Ord Nov 20. Exam Dec 5

Davies, John, Barmouth, Merionethshire, Butcher. Aberystwith. Pet Nov 20. Ord Nov 20. Exam Dec 4 at 1

Dore, Walter, Kingsbridge, Devonshire, Baker. East Stonehouse. Pet Nov 8. Ord Nov 20. Exam Dec 19

Du Boulay, Mackay, & Co, Salter's Hall court, Merchants. High Court. Pet Oct 31. Ord Nov 20. Exam Dec 19 at 12 at 34, Lincoln's inn fields

Green, Herbert, Biddenden, Kent, Butcher. Hastings. Pet Nov 21. Ord Nov 21. Exam Dec 8

Gurr, Walter, Faversham, Kent, Grocer. Canterbury. Pet Nov 22. Ord Nov 22. Exam Dec 5

Hallaways, John, York, Hay Dealer. York. Pet Nov 20. Ord Nov 20. Exam Dec 9

Harris, Alfred, Cusgarne, Gwennap, Cornwall, Miller. Truro. Pet Nov 19. Ord Nov 20. Exam Dec 11 at 11

Johnson, Edward Smith, West Hartlepool, Shipowner. Sunderland. Pet Oct 22. Ord Nov 6. Exam Dec 4

Jones, Francis, Milford Haven, Shipbuilder. Pembroke Dock. Pet Nov 8. Ord Nov 19. Exam Dec 10 at 12 at County Court Offices, Pembroke Dock

Kemble, Horatio, Mincing lane, Colonial Broker. High Court. Pet Oct 31. Ord Nov 21. Exam Dec 18 at 11 at 34, Lincoln's inn fields

Lambert, Charles, Northwich, Cheshire, Salt Manufacturer. Nantwich and Crewe. Pet Nov 20. Ord Nov 20. Exam Dec 16 at Nantwich

Lawes, George Richard, Wylye, Wiltshire, Miller. Salisbury. Pet Oct 21. Ord Nov 21. Exam Dec 5 at 11.30

Matthews, Frederick George, Dawlish, Devonshire, Butcher. Exeter. Pet Nov 20. Ord Nov 20. Exam Dec 11 at 11

McLaren, Andrew, Rotherhithe New rd, Ironfounder. High Court. Pet Nov 21. Ord Nov 21. Exam Jan 15 at 11 at 34, Lincoln's inn fields

Mellows, Thomas, Woodborough, Nottinghamshire, Baker. Nottingham. Pet Nov 22. Ord Nov 22. Exam Dec 9

Newell, H. W., Bognor, Sussex, Builder. Brighton. Pet Oct 24. Ord Nov 20. Exam Dec 11 at 12

Parkinson, Alfred Ernest, and Harold Parkinson, Macclesfield, Ironmongers. Macclesfield. Pet Nov 19. Ord Nov 19. Exam Dec 16 at 11.30

Simmons, Thomas Charles, Grove rd, Highgate, Merchant. High Court. Pet Nov 3. Ord Nov 20. Exam Jan 13 at 11 at 34, Lincoln's inn fields

Smith, Sidney Anderson, Chatteris, Cambridgeshire, Clerk in Holy Orders. Peterborough. Pet Nov 20. Ord Nov 21. Exam Dec 12 at 12

Smith, Thomas Holdgate, Derby, Ironmonger. Derby. Pet Nov 22. Ord Nov 22. Exam Dec 13 at 10

Smith, Walter, Southport, Contractor for Public Works. Liverpool. Pet Sept 22. Ord Nov 20. Exam Dec 1 at 11

Thomas, David, Swansea, Builder. Swansea. Pet Nov 21. Ord Nov 21. Exam Dec 11

Walkington, William Marmaduke, Birmingham, Chemist. Birmingham. Pet Nov 21. Ord Nov 21. Exam Dec 15 at 2

Wilkinson, George, Wallsend, Northumberland, Grocer. Newcastle on Tyne. Pet Nov 19. Ord Nov 20. Exam Dec 4

FIRST MEETINGS.

Airey, John Ferguson, Kirkby Lonsdale, Westmoreland, Monumental Mason. Dec 3 at 12. Royal Hotel, Kirkby Lonsdale

Armstrong, Mary, and Sam Benjamin Armstrong, Westgate, Otley, Yorkshire, Painters. Dec 4 at 12. Official Receiver, 22, Park row, Leeds

Bailey, Alfred Augustus, Northfleet, Kent, Grocer. Dec 5 at 11.30. Official Receiver, Eastgate, Rochester

Baker, Tom William, Palmerston bldgs, Leather Factor. Dec 5 at 2. 33, Carey st, Lincoln's inn

Baum, John William, Brondesbury villas, Kilburn, Commission Agent. Dec 11 at 11. 33, Carey st, Lincoln's inn

Beaumont, Thomas, Holbeck, nr Leeds, Assistant Brewer. Dec 4 at 11. Official Receiver, 22, Park row, Leeds

Bentley, Thomas Hyett, Brighton, Licensed Victualler. Dec 3 at 2.30. Official Receiver, 39, Bond st, Brighton

Bevan, David, Gwauncaegurwen, nr Brynamman, Carmarthenshire, Grocer. Dec 3 at 2. Royal Hotel, Cardiff

Bloomfield, Thomas, Hove, Sussex, Builder's Merchant. Dec 12 at 2. Cannon st Hotel

Bostock, William Wolloton, Narborough, Leicestershire, Yarn Agent's Manager. Dec 4 at 12. Official Receiver, 28, Friar lane, Leicester

Bowell, Martin, Staplefield, Cuckfield, Sussex, Builder. Dec 4 at 2.30. Official Receiver, 39, Bond st, Brighton

Clements, John, Parton, nr Whitehaven, Cumberland, Boiler Smith. Dec 2 at 12. 67, Duke st, Whitehaven

Cranshaw, Eli, Southport, Grocer. Dec 4 at 2. Official Receiver, 35, Victoria st, Liverpool

Davies, Joshua, Ebbw Vale, Monmouthshire, Provision Merchant. Dec 3 at 12. Official Receiver, Merthyr Tydfil

Davies, Robert, Liverpool, Watchmaker. Dec 2 at 2. Official Receiver, 35, Victoria st, Liverpool

Dore, Walter, West Alvington Village, nr Kingsbridge, Devonshire, Baker. Dec 4 at 11. Official Receiver, 18, Frankfort st, Plymouth

Evans, Robert, Thorngate rd, St Peter's park, Builder. Dec 8 at 11. 33, Carey st, Lincoln's inn

Fuller, James, Burgess Hill, Sussex, Licensed Victualler. Dec 3 at 12. Official Receiver, 39, Bond st, Brighton

Golbourn, Samuel, Whitcomb st, Leicester sq, Printer. Dec 4 at 2. 33, Carey st, Lincoln's inn

Green, Herbert, Biddenden, Kent, Butcher. Dec 4 at 11. Saracen's Head Hotel, Ashford

Helliwell, Richard, Buxton, Jeweller. Dec 4 at 12. Official Receiver, County chbrrs, Market pl, Stockport

Hemmings, James Frederick, St Leonards on Sea, Mineral Water Manufacturer. Dec 5 at 2. Official Receiver, Townhall chbrs, Hastings

Howard, John Bird, Newgate st, Watch Dealer. Dec 9 at 11. 33, Carey st, Lincoln's inn

Hughes, Charles R, St Asaph, Denbighshire, Printer. Dec 3 at 2. Official Receiver, Crypt chbrs, Chester

Hughes, Daniel, Llwynheudy, Carmarthenshire, Grocer. Dec 9 at 12.30. Randell, Solicitor, Llanelly

Johnson, Edward Smith, West Hartlepool, Shipowner. Dec 2 at 1. Royal Hotel, Church st, West Hartlepool

Lawes, George Richard, Wylye, Wiltshire, Miller. Dec 4 at 12. Official Receiver, Salisbury

Margerrison, Faancis, Sheffield, Slater. Dec 3 at 11. Official Receiver, Figtree lane, Sheffield

Martin, William, Forest gate, Essex, Builder. Dec 5 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Matthews, Frederick George, Dawlish, Devonshire, Butcher. Dec 4 at 11. Castle of Exeter, Exeter

McClymont, Hugh, Lower Broughton, Lancashire, Draper. Dec 3 at 11.30. Court House, Encombe pl, Salford

Parkinson, Alfred Ernest, and Harold Parkinson, Prestbury rd, Macclesfield, Cheshire, Ironmongers. Dec 3 at 11. Official Receiver, 23, King Edward st, Macclesfield

Quarmby, Joseph Wormell, Northampton, Jeweller. Dec 10 at 12. County Court bldgs, Northampton

Ralph, James, Little Britain, Stationer. Dec 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Smith, Sidney Anderson, Chatteris, Cambridge, Clerk in Holy Orders. Dec 3 at 12. Official Receiver, 5, Petty Cury, Cambridge

Smith, Thomas Holdgate, Derby, Ironmonger. Dec 5 at 2.30. Official Receiver, St James' chbrs, Derby

Taplin, William, Emberton, Bucks, Bootmaker. Dec 10 at 12.30. County Court bldgs, Northampton

Thomas, David, Swansea, Builder. Dec 5 at 11. Official Receiver, 6, Rutland st, Swansea

Von Vorslen, Emma Ann, Longsight, nr Manchester, Grocer. Dec 2 at 2.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Walkington, William Marmaduke, Birmingham, Chemist. Dec 5 at 11. Official Receiver, Birmingham

Wheatcroft, George, Gosport, Bootseller. Dec 8 at 12. Chamber of Commerce, 145, Cheapside

ADJUDICATIONS.

Adkins, Alfred James, Hadley, High Barnet, Hertfordshire, General Dealer. Barnet. Pet Oct 27. Ord Nov 20

Armstrong, Mary, and Sam Benjamin Armstrong, Westgate, Otley, Yorkshire, Painters. Leeds. Pet Nov 20. Ord Nov 20

Arnsby, William, and Henry Wells, Syston, Leicestershire, Boot Manufacturers. Leicester. Pet Oct 6. Ord Nov 17

Bailey, Alfred Augustus, Northfleet, Kent, Grocer. Rochester. Pet Nov 20. Ord Nov 21

Beaumont, Thomas, Holbeck, nr Leeds, Assistant Brewer. Leeds. Pet Nov 20. Ord Nov 20

Bebington, Samuel, Windsor, Licensed Victualler. Windsor. Pet Oct 28. Ord Nov 20

Brandon, Edgar, Upper Ground st, Blackfriars rd, Tea Dealer. High Court. Pet Nov 11. Ord Nov 20

Cohen, Benjamin, Edgware rd, Manager to a firm of Tobacco Merchants. High Court. Pet Oct 29. Ord Nov 20

Coles, William Hollier, Shanklin, I.W., Hotel Keeper. Newport and Ryde. Pet Oct 27. Ord Nov 21

Davies, John, Barmouth, Merionethshire, Butcher. Aberystwith. Pet Nov 20. Ord Nov 20

Davies, Joshua, Ebbw Vale, Monmouthshire, Provision Merchant. Tredegar. Pet Nov 18. Ord Nov 21

Good, Henry Ralph, and Edward Good, Cannon st, Wine Merchants. High Court. Pet Nov 5. Ord Nov 20

Gray, William Henry, Felthorpe, Norfolk, Licensed Victualler. Norwich. Pet Nov 11. Ord Nov 22

Green, Herbert, Biddenden, Kent, Butcher. Hastings. Pet Nov 21. Ord Nov 21

Hanmer, Edward John Henry, Leighton Buzzard, Bedfordshire. Luton. Pet June 18. Ord Nov 22

Hartnoll, Charles Francis, and William Joseph Hartnoll, London st, Fenchurch st, Auctioneers. High Court. Pet Aug 19. Ord Nov 19

Hughes, Daniel, Llwynhendy, nr Llanelly, Carmarthenshire, Grocer. Carmarthen. Pet Nov 14. Ord Nov 22

Kissane, Jeremiah, Manchester, Butter Merchant. Manchester. Pet Oct 28. Ord Nov 21

Kite, Henry Thomas, Maria st, Kingsland rd, Carman. High Court. Pet July 23. Ord Nov 17

Klein, Alexander, Guilford st, Russell sq, out of business. High Court. Pet Sept 9. Ord Nov 21

Loosemore, John Wellington, Falcon rd, Battersea, Solicitor's Clerk. Wandsworth. Pet Nov 14. Ord Nov 21

Margerrison, Francis, Sheffield, Slater. Sheffield. Pet Nov 19. Ord Nov 20

Matthews, Frederick George, Dawlish, Devonshire, Butcher. Exeter. Pet Nov 20. Ord Nov 20

Mayer, Otto Johan Von Nepomuk, and Charles Gregory, Shoe lane, Colour Printers. High Court. Pet Nov 19. Ord Nov 20

Noel, George Hugh, Cardiff, Coal Agent. Cardiff. Pet Oct 20. Ord Nov 19

Quincey, William, Beeston, Nottinghamshire, Joiner. Nottingham. Pet Nov 19. Ord Nov 20

Rees, Hannah, Swansea, Widow. Swansea. Pet Sept 19. Ord Nov 21

Shaw, Edward Thomas, Maria st, Kingsland rd, General Carrier. High Court. Pet July 23. Ord Nov 17

Smith, George Edward, Middlesex, Clerk. High Court. Pet Sept 13. Ord Nov 21

Smith, Walter Samuel Brooks, West Bromwich, Staffordshire, Grocer. Oldbury. Pet Nov 14. Ord Nov 20

Speller, William Henry, Blackfriars rd, Engineer. High Court. Pet Oct 13. Ord Nov 20

Walkington, William Marmaduke, Birmingham, Chemist. Birmingham. Pet Nov 21. Ord Nov 21

Westwood, Jacob, Dudley, Slater. Dudley. Pet Nov 3. Ord Nov 20

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